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The Solicitors' Journal

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The Solicitors' Journal

VOL. LXXVII. **Saturday, January 14, 1933.** No. 2

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Current Topics.

The Jubilee of the Law Courts.

EXACTLY fifty years ago this week, the Royal Courts of Justice, which had been formally opened by Her Majesty QUEEN VICTORIA on 4th December, 1882, were used for the first time for the transaction of business. No formal ceremony marked the occasion save a few words from Lord Chief Justice COLERIDGE expressing the hope that the traditions of Westminster Hall, including those as to the cordial relations between the Bench and the Bar, would be maintained in the new courts. Great curiosity appears to have been shown by the general public in their desire to see the judges in their novel surroundings, and many were the complaints as to the crowding and noise created by the perambulation through the courts of those eager sightseers. No fewer than fourteen of the judges were absent, most of these being away on circuit, for it will be remembered that at that date the Chancery as well as the common law judges had to share the business at assizes. Mr. Justice NORTH sat in one of the Queen's Bench courts to deliver a judgment before going on the Oxford Circuit, and Mr. Justice CHITTY was the sole representative of the equity Bench to take his seat in the Chancery Courts, and we are told that several times in the course of the day he had to complain of the noise made by the opening and shutting of the heavy doors giving access to his court. The acoustic properties of the various courts came in for a good deal of adverse criticism, but over against this had to be set the satisfaction expressed for the substitution of electric light in place of the "long lighter flourishing above our heads as in the old court of Queen's Bench, and the array of miserable dips as in the Exchequer," as was said by a contemporary writer. The concentration of the various tribunals in the one building was responsible for another though minor innovation—the issue for the first time of the daily cause list embracing all the courts. In connection with this, too, there were the grumblers who preferred the older broad sheet instead of the new list arranged bookwise; but the profession soon became habituated to the altered form. Since that now far-off day a considerable number of changes have taken place in the arrangements and in the structure of the Royal Courts—the Admiralty and Divorce Division is now housed in a new building; what was then Court of Appeal No. 1 is now the Bar Room; various changes have likewise been effected in the luncheon room arrangements. The Great Central Hall, of which the architect was immensely proud—and artistically it is magnificent—remains altogether useless for practical purposes. If the authorities could have persuaded the architect to alter his plans so that the hall should be on the same level as the courts, the building would have approximated more nearly to perfection than it can be said to have attained.

The Bar Council's Annual Statement.

A CONSIDERABLE proportion of the annual statement of the Bar Council for 1932 is taken up, as in previous years, by matters of etiquette between barrister and barrister, of limited interest to the profession at large. There are other matters touched upon, however, of more public importance. The Council, after full consideration has approved the modification of the "two-thirds" rule on the lines recommended in other quarters, namely, relaxation when the leader's fees exceeds 150 guineas. In their opinion, however, a barrister must not agree to accept a fee lower than that marked on his brief merely because it has been taxed down. Presumably his client's poverty would not suffice as an additional reason, for the original fee would have been marked in view of it. They see no objection to married women barristers practising in their maiden names, though on the question whether one such ought to call herself "Mrs." or "Miss," as an actress does, they do not dogmatize. Possibly the girlish freshness of "Miss" is less of an asset in the more serious profession. In passing, the Council express themselves as unable to afford the proposal for the formation of an association of practising women barristers any sanction or encouragement. They define a practising barrister as one entitled to practise and who holds himself out as ready to do so. A large number of barristers engaged in commerce or holding various appointments are not of course entitled to follow their profession while so employed. The Council consider that a practising barrister ought not to write for publication about cases in which he is or has been engaged, but a retired barrister must use his own discretion, "always remembering the confidences which have been reposed in him and the feelings of the persons concerned who were in the cases." In their reminiscences, retired barristers have, perhaps, been less mindful of the feelings of judges than those of their clients. From a certain point of view, indeed, the foibles of judges are as worthy of study as the niceties of law. For example, there was once a plot hatched by certain Chancery counsel, in the days before the construction of a will could be obtained by originating summons, and a copy of a short will on a half-sheet of notepaper was somehow edged into Sir GEORGE JESSEL'S hands—with the desired result. But that would not have succeeded with a judge of slower mind.

The Witnesses' Difficulties.

IN view of the letter of a correspondent and a "Current Topic" in our issue of the 17th December, relative to some recent observations of MCCARDIE, J., on the prevalence of perjury, the following still more recent remarks of the same

learned judge, for which we are indebted to the *Daily Telegraph* of 16th December, will be of interest to our readers, indicating as they do another aspect of the matter to which his lordship has lately adverted. "I am always gentle with witnesses," the learned judge said. "The more one sits in these courts, the more one realises the unfortunate lot of a witness. He stands in a box faced by a jury sitting with the placidity of a constitutional tribunal. He is asked questions by counsel, not always in the clearest terms, and for the first time he makes a public speech. I have heard some first public speeches. It is for that reason that one has to be sympathetic with witnesses, who sometimes must feel that they are regarded as semi-criminals, so much is their evidence criticised by one party or the other."

Crown Lands.

In the course of a paper read at the Chartered Surveyors' Institution last Monday, Mr. A. S. Gaye, Commissioner of Crown Lands, alluded to the doubts and difficulties which in spite of the considerable body of existing legislation still remain relating to the hereditary landed estates of the Crown, and expressed the opinion that it might be safely predicted that before very long Parliament would once more be asked to consider a Crown Lands Bill. The report of the paper given in *The Times* of 10th January contains a number of interesting facts concerning the past history of these lands. During the six centuries following the Norman Conquest, when the Sovereign's power of disposal was unfettered, current expenses were frequently met by sale of Crown lands. The spoliation of the monasteries and other confiscations by Henry VIII provided revenue estimated at £273,000. James I raised over three-quarters of a million pounds in the course of his reign by sales, and Charles I borrowed £320,000 from the City of London on a mortgage of the Crown estates. An Act passed by the Restoration Parliament annulled the extensive sales made during the Cromwellian period, but during the first few years following the Restoration the revenue from the Crown lands declined from some £218,000 to £100,000, largely owing to grants made by Charles II to his friends and supporters. The low-water mark appears to have been reached in 1702, when William III died, and the annual value of the Sovereign's landed estates did not exceed £6,000. Since 1760, when George III surrendered the lands in return for a fixed civil list, the revenues have, of course, been collected on the public account. In 1932 the amount collected by the Commissioners under this head was £1,835,238, the gross expenses being £552,657. Finally, a transaction mentioned by the Commissioners in 1792 and quoted from Mr. Gaye's paper in *The Times* may be reproduced here without comment: "Divers Parcels of Ground and Houses, comprising the whole of Piccadilly from Park Lane to a little Eastward of Engine Street, many Houses in Soho, otherwise Wardour Street . . . and Cleveland Row . . . Estimated annual value, £2,047 7s. Perpetual rent reserved, £12 16s. 10d. Purchase price, £300."

Public Dinners and Entertainment Tax.

The old question whether entertainment tax is payable when performances are given concurrently with public meals for the delectation or annoyance of diners was recently revived in a ruling by Excise officers in Northamptonshire that entertainment tax must be paid for performances so given. The official leaflet which explains the duty gives little assistance on the question beyond stating that an entertainment may be in part dutiable and in part non-dutiable. That this is so is quite obvious from s. 1, sub-s. (4), of the Finance (New Duties) Act, 1916, under which the tax is imposed. Guidance on the point is, however, to be found in *Attorney-General* v. *McLeod* [1918] 1 K.B. 13 (62 Sol. J. 105), and *Lyons & Co.* v. *Fox* [1919] 1 K.B. 11. In the former case a public dinner was combined with a concert, and all attending the dinner had the right of admission to the concert, which was held after the dinner, but at the same time as the after-dinner speeches. Mr. Justice Roche decided that duty was payable in respect of the concert, as it was "separate and distinct from the dinner," and distinguished it from the case of "a dinner at which there is music of such an incidental character as not to convert the dinner into an entertainment." In the following year the question of the liability to duty of "music of an incidental character" was decided by a majority of three judges to two in the Divisional Court in favour of the appellant restaurant proprietors. The appellants provided vocal and instrumental music during and after the service of teas and dinners, but no extra charges were made for the music, and evidence was given that in fixing the charges for the meals no account was taken of the cost of the music. Mr. Justice Darling, as he then was, cited the precedent of Dryden's "Alexander's Feast," as to the custom of having music with meals, and stated that if it had been intended that this class of entertainment should be taxable the Act would have imposed the tax in clear terms. It was also pointed out by the majority of the judges that in no sense could payment for a meal be said to be "payment for admission to an entertainment" within the meaning of the Act. From these decisions it appears that the crucial question is whether any part of the payment for admission to the dinner is devoted to the provision of entertainment during and after the dinner. If any part has been so applied, it is submitted that, whether the dinner is provided by hotel proprietors or any other association, that part of the payment is subject to entertainment duty, to be assessed by the Commissioners of Customs and Excise under s. 1, sub-s. (5), of the Finance (New Duties) Act, 1916.

Smoke Abatement.

That the emission of smoke of itself and apart from its accompaniment by noise, noxious vapours or consequent injury to health may amount to an actionable nuisance is clear law—see *Aldred's Case* (1610), 9 Co. Rep. 57 b. "There is," as Lord Romilly, M.R., observed in *Crump* v. *Lambert* (1867), 3 Eq. 409, "no distinction between any of the cases, whether it be smoke, smell, noise, vapour or water, or any other gas or fluid." The law at present is largely embodied in the provisions of the Public Health (Smoke Abatement) Act, 1926, which confers various powers upon local authorities, and among them the undertaking of investigations and researches into problems relating to atmospheric pollution and the abatement of smoke nuisances, and contributing towards the cost of similar activities by other bodies. The National Smoke Abatement Society is to be congratulated upon having tackled this important problem at an earlier stage. Advisory committees, formed with the assistance of the Minister of Health, have been established under its *ægis* in Greater London, the Midlands, the West Riding of Yorkshire and Manchester. These bodies, while aiming at a greater uniformity in the administration of the law relating to the emission of smoke, lay particular stress upon the preventive side of securing freedom from the inconvenience. Among their activities directed to this end are, as we learn from *The Times* of 9th January, the promotion of training courses for stokers and the issuing of certificates for efficiency, the encouragement of better relationship between manufacturers and the local authorities, and the collection of data relating to the most recent developments in smoke-preventing appliances. The cost of these committees is trifling, the maximum annual subscription at present paid by any of the constituent local authorities being two guineas. The suggestion contained in a recent memorandum sent by the society to 130 local authorities that further regional advisory committees should be set up for five new areas (Tyneside, Teesside, North East Lancashire, Merseyside and South West Lancashire, the Potteries) appears to be deserving of support. For it is fitting that the skill of modern chemists and engineers should be utilised to the utmost to prevent, or at least to minimise, injuries arising from industrial operations before the point has been reached at which the law will intervene.

The Interim Betting Report.

"Our recommendation therefore is," says the interim report of the Royal Commission on Lotteries and Betting (Stationery Office, Cmd. 2434, price 6d.) "that the conduct in any place of totalisator betting with persons resorting thereto, whether on a credit or cash basis, should be declared illegal in England and Scotland, save as provided by the Racecourse Betting Act, 1928." This conclusion does not really represent a traditional prejudice against gambling, but arises from a close study of all the relevant facts by a carefully-selected Commission under the able chairmanship of Sir Sidney Rowlatt. The State should aim (proceeds the Report) at prohibiting or placing restrictions "upon such facilities for betting and gambling, and such facilities only, as can be shown to have serious social consequences if not checked." Some of the statistics set out in the Report give ample confirmation of the fact that the totalisator as at present operated in greyhound racecourses and tote clubs has had serious social consequences. On 10th December, 1932, 187 greyhound racing tracks were in existence, on 130 of which totalisators were operating. On the same date approximately 284 tote clubs were known to be in existence, catering for different classes of the community. In some cases the subscription was as little as one penny a year, and the formalities for election were reduced to vanishing point. Within a 15-mile radius of Charing Cross there are seven horse racecourses with 187 days' racing in the year. In the same area there are twenty-three greyhound tracks with over 4,000 days' racing. Under the Racecourse Licensing Act, 1879, no horse racecourse may be set up within 10 miles of Charing Cross unless licensed by the Justices, and only one course is so licensed. There are fifteen greyhound tracks in operation within 10 miles of Charing Cross. The totalisator is liable to fraud on the part of those operating it. The operations have to be conducted at high speed, and a large amount of money passes in a short time. The calculation of the total pool, of the deduction for the management, and of the number of winning tickets all afford opportunities for fraud. Although in many cases this possibility has been to some extent eliminated by the appointment of Chartered Accountants to inspect operations, and many totalisators are run with scrupulous honesty, the possibility of fraud cannot be overlooked. The evidence was clear that tote clubs increased the facilities for betting already in existence, and induced the betting habit in sections of the community which could not otherwise acquire the habit. It was also clear that the situation of greyhound tracks in or near densely-populated areas has added to already existing betting facilities. There is, furthermore, the significant fact to be taken into account that proposals were on foot to promote flood-lit arenas for horse-racing by night on the outskirts of London. "Keep a gamester from the dice . . . and it is wonderful," said Mr. Justice Shallow, in the "Merry Wives of Windsor," but if the Commissioners' recommendations are adopted much will have been done to check the rapid spread of gambling which has been so marked a feature of recent years. Another good result will be to resolve the legal doubts and difficulties caused by *Attorney-General* v. *Luncheon & Sports Club, Ltd.* [1929] A.C. 400; *Strathern* v. *Scottish Greyhound Racing Co.* [1930] S.C. (J.) 24; and *Shuttleworth* v. *Leeds Greyhound Association, Ltd.* (*Times*, 17th Dec. 1932). "The general question of betting facilities on greyhound tracks," say the Commissioners, "other than by means of the totalisator, is a matter which we must defer for our final report." It is to be hoped that that report will be as unequivocal and as unanimous as the interim report, in order that speedy legislative action may be taken.

Mr. John Grundy Thompson, J.P., solicitor, of Grantham, left estate valued, so far as can at present be ascertained, at £82,105, with net personalty £70,412.

Rescission and Variation of Contracts Required to be Evidenced in Writing.

The apparent indifference of the average business man to his correspondence is at once a source of trouble and expense to himself, and a matter of despair to his legal advisers. It is by no means uncommon to find that a contract for the sale of goods, which is required to be evidenced in writing by s. 4 of the Sale of Goods Act, 1893, is not so evidenced, or, if it is, that a subsequent oral arrangement respecting it has been made. It is now proposed to consider the latter case in its various aspects.

The general principles as to the effect of oral arrangements on written contracts, as distinct from those required to be evidenced in writing, were stated by Lord Denman, C.J., in *Goss* v. *Lord Nugent* (1833), 5 B. & Ad. 58, at p. 65. He said: "By the general rules of the common law, if there be a contract which has been reduced into writing, verbal evidence is not allowed to be given of what passed between the parties, either before the written agreement was made, or during the time it was in a state of preparation, so as to add to or subtract from, or in any manner to vary or qualify the written contract; but, after the agreement has been reduced into writing, it is competent to the parties, at any time before breach of it, by a new contract not in writing, either altogether to waive, dissolve or annul the former agreement, or in any manner to add to, or subtract from, or vary or qualify the terms of it, and thus to make a new contract; which is to be proved, partly by the written agreement, and partly by the subsequent verbal terms engrafted upon what will be thus left of the written agreement."

These principles do not apply, however, where the terms of a contract (hereinafter called "the original contract") have been reduced into writing in compliance with s. 4 of the Sale of Goods Act, 1893, and the parties have made a subsequent oral contract respecting it (hereinafter called "the oral contract").

The material portion of s. 4 of the Sale of Goods Act reads:—

> "A contract for the sale of any goods of the value of ten pounds or upwards shall not be enforceable by action . . . unless some note or memorandum in writing of the contract be made and signed by the party to be charged or his agent in that behalf."

In order fully to appreciate the position when the original contract is within the mischief of this section, it is desirable to bear three things in mind. First, the memorandum must contain the true terms of the contract: *Greaves* v. *Ashlin*, 3 Camp. 426. Secondly, the memorandum must be signed by the party to be charged or his agent in that behalf. Thirdly, non-compliance with the provisions of the section does not render the contract void or voidable, but merely unenforceable by action. The contract is itself good. This is also the effect of ss. 4 and 17 of the Statute of Frauds, 1677, on which many of the cases are decided: see per Lord Blackburn in *Maddison* v. *Alderson*, 8 App. Cas. 467, at p. 488; per Brett, L.J., in *Britain* v. *Rossiter*, 11 Q.B.D. 123, at p. 127; and per Lord Dunedin in *Morris* v. *Baron & Co.* [1918] A.C. 1, at p. 24.

In *Goss* v. *Lord Nugent*, the original contract was for the sale of several lots of land, with an undertaking that the vendor would make a good title to each lot. The oral contract discharged the vendor from that undertaking as to one lot. The court would not hear parol evidence of the oral contract—for s. 4 of the Statute of Frauds required a contract for the sale of land to be evidenced in writing. Lord Denman, C.J., delivering the judgment of the court of King's Bench, at p. 66, gave the following reasons: "We think the object of the statute of frauds was to exclude all oral evidence as to contracts for the sale of lands, and that any contract which is sought to be enforced must be proved by writing only. But, in the present case, the written contract is not that which is sought to be enforced, it is a new contract which the parties have

entered into, and that new contract is to be proved, partly by the former written agreement, and partly by the new verbal agreement; the present contract, therefore, is not a contract entirely in writing."

Another decision of importance, though one which was probably much misunderstood until it was explained by the House of Lords in *Morris* v. *Baron & Co.*, is *Noble* v. *Ward* (1867), L.R. 2 Ex. 135. There, the original contract was for the sale of goods to be delivered at a future time, and was within s. 17 of the Statute of Frauds. Before the time for delivery expired, the parties made an oral contract extending the time for delivery. It was held that the oral contract did not affect the original contract. Dealing with this decision, Lord Dunedin, in *Morris* v. *Baron & Co.*, at p. 24, said: "I am inclined to think that although, doubtless, *Noble* v. *Ward* proceeded on the 17th section, yet the judgment would have been the same had there only been the 4th section in question." Further, at p. 26, he said: "The criterion does not lie in the question of whether the later contract is itself a contract which needs to be in writing. The criterion is in the question whether what is intended to be effected by the second contract is rescission or variation. *Noble* v. *Ward* decided that if the second contract fell within the statute then it could not be appealed to to vary the former; but it did not decide that it could not be appealed to to rescind."

The House of Lords, in *Morris* v. *Baron & Co.*, decided that, although itself incapable of being sued on, the oral agreement may have the effect of rescinding the original agreement. There, the original contract was one for the sale of certain cloth, and an action in respect of it was pending when the parties made the oral agreement, which was in substantially different terms. At p. 27 Lord Dunedin said: "If, then, the contract (the oral contract) exists its existence must be treated as a fact, and it must be looked at to see if apart from its enforceability it did or did not put an end to the former contract. For it would be an extraordinary result that although a parol contract to rescind a written contract is good, as to which there is no doubt (*Goman* v. *Salisbury* (1684), 1 Vern. 240, and Willes, J., in *Noble* v. *Ward*, L.R. 2 Ex. 135), yet the same thing cannot happen if after rescinding the first contract the parties go on to make another contract which may or may not be enforceable. Accordingly, if express words to that effect are used there can be no doubt. It seems to follow that implication may do as well as express words."

The foregoing authorities show that the oral contract, although unenforceable for want of written evidence, may be effective to rescind, but not to vary the original contract.

The question whether the oral contract effects rescission of, or purports to vary, the original is one of fact dependent upon the intention of the parties. It is not always easy to answer this question, as a perusal of the authorities will show. "What is, of course, essential," said Viscount Haldane in *Morris* v. *Baron & Co.*, at p. 19, "is that there should have been made manifest the intention in any event of a complete extinction of the first and formal contract, and not merely the desire of an alteration, however sweeping, in terms which still leave it subsisting."

The distinction between rescission and variation was dealt with by Lord Dunedin in *Morris* v. *Baron & Co.*, at p. 25. He said: "The difference between variation and rescission is a real one, and is tested, to my thinking, by this: In the first case there are no such executory clauses in the second arrangement as would enable you to sue upon that alone if the first did not exist; in the second you could sue on the second arrangement alone, and the first contract is got rid of either by express words to that effect, or because, by the second dealing with the same subject-matter as the first but in a different way, it is impossible that both should be performed. When I say you could sue on the second alone, that does not exclude cases where the first is used for mere reference, in the same way as you may fix a price by a price list, but where the contractual force is to be found in the second by itself."

The principles laid down in *Morris* v. *Baron & Co.* were applied by the House of Lords in *British & Benningtons, Ltd.* v. *N. W. Cachar Tea Co. & Others* [1923] A. C. 48, where the original contracts were for the sale to the appellants by the several respondents of their crops of tea, delivery to be made in London, but not on any particular date. Later, the parties orally agreed that the appellants should accept delivery of consignments (which had been diverted to other ports) at ports other than London, with an allowance of ¾d. per lb. The oral agreement did not comply with s. 4 of the Sale of Goods Act. It was held that the oral agreement did not rescind the original agreement, there being no evidence of any intention to rescind. Lord Atkinson, at p. 62, said: "A written contract may be rescinded by parol either expressly or by the parties entering into a parol contract entirely inconsistent with it, or, if not entirely inconsistent with it, inconsistent to an extent that goes to the very root of it: *Morris* v. *Baron & Co.*, *Thornhill* v. *Neats*." Lord Sumner, at p. 68, in a passage very well worth reproducing, said: "The change does not go to the very root of the contracts nor is it inconsistent with them; it merely varied the written contract by parol, the situation of the parties being otherwise unchanged. I, therefore, think that the agreement *de facto* of 12th May, 1920 (the oral contract), has no effect on the original contracts, not having been reduced into writing and signed by the buyers, and not having superseded the original contracts. It was, however, argued before your Lordships that, even so, the old contracts were discharged because a varied contract is not the old contract, and as you cannot have a new and varied contract and an old and unvaried contract regulating the same thing at the same time, the old contract, like other old things, must be discharged. As a matter of formal logic, this may possibly be so, but such was not the view taken by this House in *Morris* v. *Baron & Co.*, since, if their lordships had thought that any variation whatever would make a new contract and discharge the old one, they would have said so expressly and would not have dealt with the extent and completeness of the changes as they did. The variation may be a new contract, so as to make writing, duly signed, indispensable to its admissibility, for this is a matter of form and of the words of the statute, but the discharge of the old contract must depend on intention, tested in the manner settled in *Morris* v. *Baron & Co.*"

What then is the position where the oral contract purports to rescind or vary the original contract? The oral contract, though unenforceable, can and may effect rescission; one must ascertain its true effect from the intention of the parties. If the original contract is in fact rescinded, then the question is whether the oral contract can be enforced. If the oral contract is itself one which must be evidenced in writing, as in *Morris* v. *Baron & Co.* and the case of *British & Benningtons, Ltd.*, it cannot, of course, be sued on. On the other hand, if the oral contract does not rescind the original contract, then it is merely an ineffective attempt to vary. The court cannot give effect to it, and the parties are relegated to their rights under the unvaried original contract; see per Lord Sumner in the case of *British & Benningtons, Ltd.*, at p. 68. These principles apply equally to s. 4 of the Statute of Frauds, 1677, s. 4 of the Sale of Goods Act, 1893, and s. 40 of the Law of Property Act, 1925.

The foregoing authorities are all concerned with either rescission or attempted variation. But it may be possible to have a conditional agreement for rescission, for the whole question is one of intention. Suppose, for example, that the oral contract, unenforceable for want of written evidence, expressly provides that the original contract shall be rescinded only upon condition that the oral contract is performed; and suppose, further, that the oral contract is unperformed. The rescission being made dependent upon performance, it is

submitted that there cannot be rescission without performance, and that the original contract remains effective until performance.

Although the original contract cannot be varied by a subsequent oral contract, there is nothing to prevent an effective oral contract to extend the time for acceptance, or to treat as binding an acceptance out of time: *Morrell* v. *Studd & Millington* [1913] 2 Ch. 648. Astbury, J., at p. 659, said: "Now s. 4 of the Statute of Frauds only requires a note or memorandum of the agreement referred to in the section, which agreement does not come into existence until the offer and acceptance are complete, and therefore an agreement to extend the time for acceptance, or an agreement that an acceptance, which by reason of its date need not be treated as an acceptance, shall be so treated so as to create a contract, is not an agreement which the statute requires to be evidenced in writing, if the note or memorandum contained in the signed offer is otherwise sufficient." It is obvious that the rules as to rescission and variation can only apply when there is in fact in existence a contract within one or other of the statutes requiring written evidence.

It is now necessary to consider the doctrine of forbearance, for there is a clear distinction between cases of attempted variation and cases where one party at the request of and for the convenience of the other forbears to perform the contract in some particular respect strictly according to its letter: see *per* Lord Atkinson in *Morris* v. *Baron & Co.*, at p. 31. The distinction is that in the former cases there is a binding contract by which it is sought to vary the original contract, whereas in the latter cases there is a mere voluntary arrangement that one party shall not insist upon the performance of a particular term of the original contract. Where there is merely a voluntary forbearance, the rule is that either party may at any time insist upon his rights under the original contract, for such forbearance has no contractual force and is revocable at will: *Ogle* v. *Vane* (1867), L.R. 2 Q.B. 275, and *Hickman* v. *Haynes* (1875), L.R. 10 C.P. 598. In the former case, Blackburn, J., at p. 283, said: "Here the inference which I think the jury might well draw as a result of the evidence, is that the parties did no more than this; the plaintiff was willing to wait, at the request of the defendant, for the defendant's convenience, and he did wait a long time, till February; but if he had lost patience sooner, and refused to wait any longer, he would have had a right to bring his action at once for the breach in July. It is clearly a case of voluntary waiting, and not of alteration in the contract; and length of time can make no difference." McCardie, J., in *Levey & Co.* v. *Goldberg* [1922] 1 K.B. 688, said that the doctrine of forbearance was left untrammelled by anything said in *Hartley* v. *Hymans* [1920] 3 K.B. 475, or *Morris* v. *Baron & Co.*

When considering the application of this doctrine it must be remembered that a party suing for breach of contract must prove that he was ready and willing to perform his part of the contract, e.g., where a party revokes the forbearance and seeks to rely on the original contract. If, therefore, before the time for delivery expires, the buyer requests the seller, and the seller consents, to postpone delivery, and this forbearance is subsequently revoked, the seller can recover on the original contract: *Hickman* v. *Haynes*. A request to forbear by either party during the time for delivery under a contract is consistent with readiness and willingness to deliver or accept delivery, as the case may be, within the contract time. On the other hand, if the contract time expires without completion of the deliveries, the seller is at fault and cannot sue on the original agreement, nor can he rely on an oral request to deliver made subsequently by the buyer: *Plevins* v. *Downing* (1876), 1 C.P.D. 220. It is clear that when, without any arrangement, the contract time has passed, one of the parties is in default, and he cannot rely on the original contract, nor can he avail himself of an oral arrangement made subsequently. If, however, a party can prove that he was ready and willing to perform his part of the original contract, he can put an end to the forbearance and rely on the original contract. An oral arrangement of voluntary forbearance is no more than an explanation of a postponement of delivery or acceptance, and can only be relied on as such; it cannot vary the original contract, nor can it be sued on.

It remains to consider *The Leather Cloth Co.* v. *Hieronimus* (1875), L.R. 10 Q.B. 140. The contract was for the sale of goods to be forwarded to the purchaser by Ostend. The goods were afterwards forwarded by Rotterdam, and in an action for the price, parol evidence was admitted to show that the buyer by his conduct had assented to the substituted mode of delivery. Blackburn, J., at p. 146, said: "I cannot see why the assent to a substituted mode of performing one of the terms of a contract need be in writing and may not be by parol, though the original contract must have been in writing. They are quite different things, the proof of a substituted contract and the proof of a ratification or approval, *after performance*, of a substituted mode of performance." Cockburn, C.J., at p. 144, said: ". . . it is impossible to say . . . that the departure from the terms of that contract (the original contract) in the mode of delivery cannot be ratified by the other party without writing. If he receives the goods, or if he has ratified the mode by which they were sent, he cannot be heard to say that it was a new contract and cannot be enforced because it was not in writing."

In *Hartley* v. *Hymans*, McCardie, J., expressed doubt as to whether the decision in *Hieronimus' Case* could be reconciled with the foregoing principles: see at p. 493. The point is dealt with, however, in that weighty authority "Benjamin on Sale," 7th ed., p. 249, note (*u*). The note may conveniently be reproduced here: "McCardie, J., in *Hartley* v. *Hymans* cannot reconcile this case with the rule that a contract within s. 4 of the Act cannot be varied by words or conduct. But there would seem to be an intelligible distinction between a "waiver" that involves a new executory promise (as in *Plevins* v. *Downing*, to which he refers) and a waiver by way of *ex post facto* assent to a substituted mode of performance when completed. An analogous case would seem to be *Stewart* v. *Eddowes*, L.R. 9 C.P. 311, where it was held that parol evidence could be given of the appropriation of a previously affixed signature." It is to be observed that Blackburn, J., in *Hieronimus' Case* expressly limited his decision to a case where the substituted mode of performance was itself completed; in the other cases the arrangement was made before the completion of performance. Assuming that the view of McCardie, J., is correct, it cannot be suggested that the decision in *Hieronimus' Case* shakes the principles laid down in regard to variation and forbearance. It is submitted, however, that the better view is that taken in "Benjamin on Sale."

This branch of the law is susceptible to confusion unless basic principles are kept clearly in mind. First, one must keep oral contracts distinct from mere voluntary arrangements. Secondly, whether one is considering an attempt to vary or a forbearance, one must remember that the original contract cannot be sued on unless the party suing can show that he was ready and willing to fulfil his part of it. Relegation to one's rights under the original contract means relegation to those rights for what they are worth.

THE UNLUCKY NUMBER.

During the recent hearing of a case at Salford Quarter Sessions it was discovered that there were thirteen jurymen in the box instead of twelve. This was pointed out to the Recorder (Mr. A. M. Langdon, K.C.), who stopped the case and ordered that one of the jurymen should retire. In view of the fact that almost half the evidence had been heard, the Recorder decided that the case should continue without a re-hearing.

Costs.

AGENCY TERMS.

It is perhaps not surprising that the adjustment of agency remuneration between solicitors has been left to the individuals themselves. Agency is essentially a personal matter, and the terms thereof must be such as will meet the requirements of each particular case.

Notwithstanding this, however, the expression "usual agency terms" has acquired a well-defined meaning, and through long-established custom this meaning has now come to be regarded as fixed and binding, and is applicable in all cases where there is no specific agreement between the principal and agent as to the terms on which the one should be remunerated by the other.

The expression "usual agency terms" came up for discussion in the case of *Ward* v. *Lawson* (1890), 43 Ch. D. 353, and Cotton, L.J., found, after consultation with the Taxing Officers of the Court, that the expression meant that the agent was to receive half the usual profit costs in addition to the disbursements necessarily laid out by him. The question was raised as to whether the term did not mean half the profit of the principal, but it was definitely found that it did not.

The agent is not concerned with the profit or loss which the principal makes or incurs. There is no privity between the client and the agent, and the latter cannot sue the former for his charges and disbursements. He must look entirely to his principal for payment and may sue him and not the client, if his bill is not paid. It follows from this that where the principal recovers from the client interest on the amount of his bill of costs then, notwithstanding that the bill includes items in respect of work done by the agent, the latter cannot claim to share in the interest.

The question of the agent's position in relation to the client was again considered in the case of *In re Pomeroy and Tanner* [1897] 1 Ch. 284, and Stirling, J., emphasised the fact that there is no relationship of solicitor and client subsisting between the client and the agent, and he indicated quite clearly that the items which go to make up the London agent's account really represent work done by the country solicitor, who alone has the right to sue the client for the amount of the costs. In short, what is done by the London agent is really work done by the country solicitor, and the London agent is in much the same position, so far as the client is concerned, as the principal's clerks.

It was decided in that case that strictly and as a matter of practice it is wrong to treat the agent's bill of costs as a disbursement, and that the correct way of dealing with it is to incorporate the items making up the London agent's bill in the bill of costs delivered by the country solicitor to his client. It was implied though that it might not be improper to state the London agent's charges and disbursements as a lump sum at the end of the country solicitor's bill if the agent's account is small. In the case under review the agent's charges amounted to about one-fifth of the total bill of the country solicitor.

It was held by Neville, J., on the 29th November, 1917, in an unreported case (*In re Carr*), that where a country solicitor has a London certificate and an office there he cannot obtain any additional charges by reason of his employing an independent firm of London solicitors to do part of the work. Nor is a country solicitor having a London certificate and an office there entitled to charge anything for letters passing between his London office and the country office: see *In re Harle* (1868), 19 L.T. 305.

The "usual agency terms" which were defined by Cotton, L.J., in *Ward* v. *Lawson* (*supra*), are only applicable as between English solicitors, and the term has not the same meaning as between English and Irish solicitors (*Hyndman* v. *Ward* [1899] 43 Sol. J. 246), nor, for that matter, as between English and Scottish solicitors. It was decided in the case of *Porter* v. *Kirtlan* (1917), 2 Ir. R. 138, that in the absence of any specific arrangement the Irish solicitor, acting as agent for an English solicitor, is entitled to recover the whole of his disbursements and two-thirds of his profit charges, leaving the English solicitor with one-third of the Irish solicitor's profit charges as agency.

This basis of remuneration is customary now, although London solicitors acting as agents for Scottish and Irish solicitors frequently deduct one-tenth of their profit charges to cover clerk's services, etc., before calculating the one-third agency.

There is nothing improper in the conduct of an English solicitor who allows agency to Scottish or Irish solicitors: see *Gordon* v. *Dalzell*, 21 L.J., Ch. 206, nor, seemingly, if he makes a similar allowance to Colonial solicitors, although, so far as the latter are concerned, there is no established custom to allow agency.

Company Law and Practice.

CLXIV.

EXECUTION OF TRANSFERS.

During the last two weeks I have attempted to give a brief résumé of the more important decisions of the courts which were given to us during the course of the past year, but I am not going now to attempt any prophecy, or even to indicate what sort of decisions we should like to have during the coming year; rather we must get back to the ordinary routine of this column; and this week I propose to examine certain aspects of the register of members.

Section 95 requires the keeping of a register, and s. 96 requires the keeping, in certain cases, of an index of that register. There is something final and conclusive about entry of a name on the register of members; it is true that, in proper cases, the register may be rectified, either under s. 100 or under the general jurisdiction of the court (see *Burns* v. *Siemens Brothers Dynamo Works* [1919] 1 Ch. 225), but unless and until that is done, the person whose name appears thereon is liable to pay calls, and entitled to receive the dividends and bonuses in respect of the shares with regard to which his name is registered. Where shares are transferred a proper instrument of transfer must be delivered to the company before the transfer can be registered (s. 63), so that a verbal transfer of shares, with its consequent loss to the Revenue of *ad valorem* stamp duty, can no longer be given effect to.

As to what is a proper instrument of transfer must depend on the articles of association of the particular company the shares in the capital of which it is sought to transfer. Table A contains, in arts. 17 and 18, provisions of a fairly usual kind —17 providing that the instrument of transfer must be executed by or on behalf of transferor and transferee, and 18 giving a form of transfer. Pausing there for a moment, it may be observed that art. 17 is not very happily worded in one respect, namely, the use of the word "executed." This word has a popular meaning (by "popular" I do not mean understood by the populace, but by the majority of practising lawyers) connecting it with the sealing of indentures, but Table A does not require a transfer to be under seal, nor do the vast majority of articles, which generally provide for the use of any usual or common form as does Table A.

The Table A form of transfer ends, "As witness our hands . . . etc," thus clearly recognising that the solemnity of a seal is not required. Great numbers of common forms of article, though not requiring a transfer under seal, use the word "executed" in the same way as Table A, and it is a use which clearly ought to be discontinued. There are certain inconveniences in the way of having articles which require transfers under seal, the principal of which, perhaps, is the fact that, as a deed cannot be altered after execution, a blank transfer under seal cannot be subsequently filled in and

used as a valid transfer (see *Powell* v. *London, etc., Bank* [1893] 2 Ch. 555). However, we need not stop now to go into this question; rights may nevertheless arise as a result of the execution of such a blank transfer, but they are not such as to render the subject capable of being satisfactorily dealt with in this article.

It will no doubt have been noticed that Table A requires execution (or, more accurately) signature by or on behalf of both transferor and transferee, and the same is true of the vast majority of common forms of article. But such a provision is not essential, though, for reasons which will, I think, sufficiently appear in this article, it is very desirable and convenient. Signature by or on behalf of the transferor is obviously necessary, and, generally speaking, it ought to be by the transferor; if the latter gives a proper power of attorney signature by that *milieu* is satisfactory, but there are objections to allowing signature by a mere agent, and there is a good deal to be said for the form of article which requires signature by the transferor. As to the transferee, the position is different; the transferor is getting rid of something, and this he must signify in the usual manner, but the transferee is not getting rid of the share. It is true that he is accepting it, and therein lies the crux of the matter, for no one can be made to accept a share against his will, or be entered on the register of members unless he consents; but this consent need not be expressed on the transfer, though it is convenient that it should be so. Thus, it is not necessary for the articles to provide for the signature of the transferee and they do not always do so, though, if they do not, the words found commonly in the form of transfer "and, I, the said transferee, do hereby agree to take the said shares subject to the conditions aforesaid," are otiose. If the articles do not so provide, of course, there is a considerable additional burden thrown on the directors to see that the person named as transferee is in fact willing to take the shares and be entered on the register in respect of them; there is no need for this consent to be in writing, and no doubt it may be implied, but it is none the less necessary.

An early case in which this point arose for discussion is *Re Imperial Mercantile Credit Association: Marino's Case*, L.R. 2 Ch. App. 596. The articles of association of the company in that case were silent as to the form of transfer of shares, and did not expressly provide that transfers had to be executed by the transferee; evidence was, however, adduced to show that it had been the invariable practice of the company to require the shares to be transferred by deed, executed by transferor and transferee, and containing an agreement by the transferee to accept the shares the subject of the transfer. The facts were these, that I, who lived in Smyrna and who was in the habit of employing the company as his agent, telegraphed to it to buy some shares in the company for him. This was done by the company, through B, a broker, from M, and this contract for sale took place on the 2nd May. On 4th May, M executed a transfer of the shares in favour of I, and gave it to B, the broker, who in turn forwarded it to the company on the 7th May. The directors held their first meeting after this on the 10th May, but the transfer was not put before them then to be passed, nor was it at another meeting of directors which was held on the day following. At this latter meeting it was decided that the company could not carry on, and it thereupon stopped payment. On the 12th May a winding up petition was presented, and an order subsequently made thereon. M, whose name, of course, remained on the register, applied in the winding up to have the register rectified by the removal of his name therefrom, and the Vice-Chancellor ordered such rectification. His ground for this was that the articles contained no provision requiring execution by the transferee, and that no practice of the company to require such execution was shown, while I had clearly agreed to become a shareholder. On appeal, evidence was adduced as to the practice of the company above mentioned with regard to requiring execution by the transferee, and the decision of the Vice-Chancellor reversed, and rectification refused. This case does not decide that execution in every case by the transferee is necessary—indeed, the contrary is recognised in Lord Cairns' judgment—but it does show that some consent is needed before the transferee can be entered on the register as a member.

(To be continued.)

A Conveyancer's Diary.

Estate Duty—Settlement Reserving Powers to Settlor to Appoint Capital and Income.

That interesting case *Attorney-General* v. *Adamson*, in which an ingenious scheme was adopted in order to avoid payment of death duties upon the decease of a settlor, has now been before the House of Lords and is reported in [1933] W.N. 5.

I dealt with the case when it had been in the Court of Appeal [1932] K.B. 169, which affirmed the decision of Rowlatt, J., but think it is worth looking at it again, having regard to the result of the appeal to the House of Lords, where the judgments were not unanimous and whilst affirming the decisions below, varied the order made.

It will be remembered that the facts were that, by a settlement dated in 1924, a settlor settled certain funds upon trust that the capital was to be divided amongst his children then living or to be born thereafter, as he should in writing direct, and in default of any such direction and so far as any such direction should not extend, the trustees were to hold the income of the fund during the life of the settlor to pay or apply the same to or for the benefit of all or any of the children as the settlor might direct, and subject thereto to accumulate the income as an accretion to capital. After the death of the settlor the trustees were to hold the capital and income, so far as not applied under the trusts aforesaid, in trust for all or any of the children of the settlor living at his death as he should by deed or will appoint, and in default of appointment in trust as to two-fifths for the son of the settlor and as to three-fifths for the daughters of the settlor who might survive him in equal shares.

The trust on the settlor's death in favour of the son was not expressed to be contingent, but there was a proviso that if the son died before the settlor his two-fifths should go to the daughters if they survived him.

There was an ultimate gift over, on failure of all the trusts, to the next kin of the settlor.

During his lifetime the settlor appointed to the son a sum out of capital, and to the son and one of the daughters other sums out of income, all which sums were paid.

The son and three daughters survived the settlor, who did not exercise his power of appointment to take effect after his death. As a consequence the son became entitled to two-fifths of the capital and accumulations of income and the daughters to three-fifths between them.

The Crown claimed both succession duty and estate duty on the death of the settlor.

As to succession duty, it seems to have been conceded that (so far as the capital was concerned) the decision in *Attorney-General* v. *Gell* (1865), 3 H. & C. 615, applied, and that the duty was payable, and it was held that the accumulations of income were for this purpose to be treated as part of the capital.

The real question arose with regard to estate duty.

The case for the Crown was that the capital funds and accumulations were property passing upon the death of the settlor under s. 1 of the Finance Act, 1894, or, alternatively, that s. 2 (1) (*d*) applied, under which property passing on the death is deemed to include "any annuity or other interest purchased or provided by the deceased either by himself alone or in concert or by arrangement with any other person,

to the extent of the beneficial interest accruing or arising by survivorship or otherwise on the death of the deceased."

Rowlatt, J., decided that the duty was chargeable, but whether under s. 1 or s. 2 (1) (*d*) or both does not appear.

The Court of Appeal affirmed that decision.

Lord Hanworth, M.R., rested his judgment mainly upon what may be called the broad view of the matter. His lordship referred to the expressions used in other cases to interpret the meaning of "passing" on death—e.g., In *Earl Cowley* v. *Inland Revenue Commissioners* [1899] A.C. 198, Lord Macnaghten interprets the words "passing on death" as "changes hands on death." In *Attorney-General* v. *Milne* [1914] A.C. 765, Lord Haldane uses the expression: "What happens in the event of passing in point of fact on death according to the natural meaning of the words," and in the same case Lord Parker says: "The expression 'passing on death' is not further defined, but is evidently used to denote some actual change in the title or possession of the property as a whole which takes place at the death." After referring to these and other authorities Lord Hanworth said: "If one is to interpret the words as, by the authority of Lord Haldane, Lord Macnaghten and Lord Parker, it seems to be our duty to do—namely (I think I may use the phrase) in a popular sense, it would certainly be said by those who were considering what had happened to the children, to the son and the daughters, that they had come into possession of the property according to the terms of the settlement upon the death of the father; the father had reserved full control both of capital and income until the day of his death and thereafter that possession of his property had passed to his children."

Greer, L.J., agreed that the case came within s. 1, and thought it unnecessary to consider the provisions of s. 2, and his lordship said: "I think we must approach the decision of this question with knowledge that the object of Parliament was to put a tax upon persons who received property otherwise than by their own exertions, but came into it by reason of the death of some person which brought into existence their right of enjoyment of the property subject to tax."

In view of the decision of the House of Lords, it is interesting to notice some observations of Romer, L.J., with regard to the vesting of the interest of the settlor's children. After stating his view of the construction of the settlement his lordship said: "The result of all that is that until the death of the settlor, although each one of his four living children who eventually did in fact obtain vested interests in the property in possession could say that he or she had some contingent interest in the property, it was quite impossible to define what that contingent interest was, that is to say, it was impossible to say that it was a contingent interest in one-fifth or two-fifths or any other proportion of the property; and furthermore if all his children should have predeceased the settlor, there would have been a resulting trust of the property in that event in favour of the settlor."

The learned Lord Justice held that the property passed under s. 1 of the Act, but made no comment with reference to s. 2 (1) (*d*).

The House of Lords (Lord Buckmaster, Lord Blanesburgh, Lord Warrington of Cliffe, Lord Russell of Killowen and Lord Wright) by a majority varied the order of the Court of Appeal and declared that upon the true construction of s. 1 of the Finance Act, 1894, and in the event which had happened, the settled funds and accumulations subject to the trusts of the settlement were not property which passed on the death of the settlor, and estate duty did not become leviable and payable upon the principal value thereof; but declared that upon the true construction of s. 2 (1) (*d*) of the Act the beneficial interest of each child of the settlor in the settled funds, and accumulations to the extent to which the principal value of such beneficial interest upon the death of the settlor exceeded the actual value, if any, of the expectant beneficial interest of each child prior to such death, was an interest accruing or arising on his death, and was therefore to be deemed to be property passing on the death of the settlor, and that estate duty on the principal value of such excess was leviable and payable accordingly.

Lord Buckmaster and Lord Blanesburgh were of opinion that the settled funds and accumulations were also property passing under s. 1 of the Act.

Lord Russell of Killowen was of opinion that the settled funds and accumulations were not property which passed on the death of the settlor under s. 1 of the Act, nor did any interest accrue or arise to or for the benefit of the children on the death of the settlor within the meaning of s. 2 (1) (*d*).

It is interesting to observe that the majority of the House of Lords disagreed with Rowlatt, J. (probably), and the Court of Appeal in holding that the property was property passing under s. 1 of the Finance Act. On that point we have Rowlatt, J. (probably), the three members of the Court of Appeal, Lord Buckmaster and Lord Blanesburgh on the one side, holding that s. 1 applied, and Lord Warrington of Cliffe, Lord Russell of Killowen and Lord Wright holding that it did not.

On the other hand, the Court of Appeal (and Rowlatt, J., I think) left it undecided whether the settled funds were deemed to pass under s. 2 (1) (*d*). Upon that question all the members of the House of Lords, except Lord Russell of Killowen, were agreed.

The full report of the judgments in the House of Lords will be interesting reading.

The net result, so far as this particular matter is concerned, seems to be that estate duty will be payable upon the whole fund because the expectant benefit of each child was, as Romer, L.J., pointed out, not capable of being defined, and so could hardly be valued. How far the decision may affect other cases remains to be seen; but it certainly will make it more than ever difficult to devise a scheme which will answer the purpose which this settlor sought to achieve.

Landlord and Tenant Notebook.

Liability for Rent after Death of Tenant.

The relation of a tenant's personal representative to the landlord has been established now for many centuries. Two cases decided in the early years of the reign of William and Mary show both the nature and the extent of his liability for rent. In *Coghil* v. *Freelove* (1690), 3 Mod. 325, the tenant of a twenty-one-year lease had died in 1685, and his widow had (we are told) taken out letters of administration next day. She very soon assigned to someone else, who got into arrear with rent, for which the lessor now sued her. On a demurrer, the court declined to go as far as was suggested by certain older authorities, from which it would appear that the personal representative of a grantee was under no obligation to the deceased's landlord at all; but they held that an executor was liable only as long as he had assets, and that his liability continued, but always subject to the same qualification, after an assignment by him. The following year, in *Pitcher* v. *Tovey* (1691), 4 Mod. 71, the position of the assignee of an executor was discussed. The lease was also one for a term of twenty-one years, and on the tenant dying during that period, his executrix had assigned to the defendant, who had, without informing the plaintiff-lessor, assigned to another party. The action was for rent accrued due since that assignment, and the question really turned on the necessity for notice, which was decided in favour of the defendant; for there was nothing to make him liable after he had parted with the estate. But the court observed that the executrix would still be liable as long as she had assets.

Nevertheless, an executor can make himself liable personally by entering (*Rendall* v. *Andreae* (1892), 61 L.J. Q.B. 630), and subject to statutory protection first conferred by the Law of

Property Amendment Act, 1859, is under the ordinary duty of a trustee. That statute sanctioned the practice of retaining assets.

The origin and nature of this practice of setting aside a fund (see now T.A., 1925, s. 26) by executors was exhaustively examined in *Re Nixon; Gray* v. *Bell* [1904] 1 Ch. 638, by Byrne, J., who demonstrated that the practice was sanctioned for the protection of personal representatives rather than for the security of landlords. In the case before him, which concerned the position of executors of a deceased colliery owner who had held various mining leases, but had long since assigned them (except a few, of which he was, however, joint tenant with someone else) to various limited companies. As the executors were, in consequence, not in privity of estate with the lessors, the latter could not be allowed to impound assets as security for rent not due.

If the landlord who asks for security in such circumstances is trying to get (as Byrne, J., showed) more than was bargained for, some sympathy may be felt with a lessor whose tenant dies intestate, and who finds that no one has taken out letters of administration. With that wisdom which comes so easily after the event, he may wish that he had taken out a policy of insurance on the life of the tenant or had insisted on a surety, the guarantee being, of course, so worded as to continue binding after the death of the principal debtor. Failing this, he may be able to enforce a forfeiture when next the rent is in arrear; but that, of course, means that he loses a gale of rent. And in some cases it may pay him to go to the trouble of taking out letters of administration as a creditor when rent becomes due, help himself out of any assets, and then surrender the lease to himself, the two estates being held in different rights.

Practical difficulties most often arise, however, when someone is left in occupation; usually it is the tenant's widow. If rent is paid by the occupier in question, it is a question of fact whether there is or is not a tenancy and if so what tenancy. Two cases may be contrasted. The landlord, predecessor of the plaintiff, in *Paull* v. *Simpson* (1846), 9 Q.B. 365, had granted a thirteen-year term to W.; on his death his widow occupied and paid rent for a few months; then she left, and the defendant entered and told the rent-collector he was to be tenant, at the same time producing the actual lease. On this the jury were invited to infer that there had been the requisite assignment in writing, and when they had found for the defendant it was held that while the widow was clearly an executrix *de son tort* the verdict could not be said to be against the weight of the evidence. But in *Williams* v. *Heales* (1874), 22 W.R. 317, the landlord succeeded in establishing a tenancy by estoppel in the following circumstances: the widow of the intestate tenant had administered the estate and received rents from under-tenants; she herself died intestate, and her son-in-law then collected rents without taking out letters of administration to either deceased; on his death the defendant, his son, let the premises, received the rents, handing them over to his mother till her death, after which he shared them with his sister. He also, it appears, paid ground rent, at all events, during the first period. Apart from this payment of ground rent, and apart from the question whether he was not an executor *de son tort*, the court held that he had estopped himself, by his conduct, from denying that he was tenant *till the expiration of the lease.*

The last words recall a problem stated by a correspondent in our issue of 24th December last. The widow of the intestate remained in occupation, paid rent, and continued to do both after the lease had come to an end. Our correspondent wrote: "Paid three-quarters' rent since her husband's death"; but the use of the word "rent" really begs the question they subsequently put, for apparently the lease expired before the third payment. The question asked is, how could she have been made liable for subsequent "rent"; the county court judge having held that the only claim that could be made was for use and occupation up to the time when she actually left. The answer must be that on the evidence given and the facts found there could be no question of liability for rent. We are told that the learned judge first pointed out that the intestacy vested the lease in the President of the Probate Division. That would not have excluded the possibility of an estoppel; but from the statement of facts in our "County Court Letter" of 12th November last, it appears that the widow had thought that the death of her husband cancelled the lease, and this, though it did not prevent the judge from finding that she held as executrix *de son tort* for the residue of the term, would militate against an inference that subsequent occupation was that of a tenant holding over. A tenancy by holding over—more aptly, if less simply, called a "tacit *re*-location" in Scotland—must be inferred from circumstances, and while there have been cases in which an assignee, as opposed to an original grantee, has been held to have contracted a new tenancy by unexplained payment of rent, explanations may rebut the presumption. It therefore seems that, in this case, no argument could be suggested which would have enabled the lessor to recover rent; the house not being let, there was no rent to recover.

Our County Court Letter.

THE ACCOMMODATION OF MOTOR COACH PARTIES

The rights of hotel proprietors were recently considered, at Torquay County Court, in *Mathie* v. *Leamington Touring Services, Ltd.*, in which the claim was for £35 as damages for breach of contract. The plaintiff's case was that (*a*) on the 13th April he received a letter reserving rooms for thirty-four people from the 25th to the 28th April, both inclusive; (*b*) this was confirmed by a personal visit from the defendants' managing director; (*c*) having received no "rooming list," the plaintiff telegraphed for instructions on the 24th April, but was told the party were booked elsewhere. The defence was that there was no contract until a "rooming list" was sent, and the alleged conversation was denied. His Honour Judge The Hon. W. B. Lindley held that a contract was made at the interview, and (allowing for the lower rates quoted to parties) the plaintiff was entitled to recover his estimated loss of profit on a basis of 30 per cent. Judgment was therefore given for £20 and costs.

THE LIABILITIES OF GALA PROMOTERS.

(*Continued from* 76 Sol. J. 758.)

In the recent case of *Worvill* v. *Rogers*, at Chipping Norton County Court, the claim was for £8, being the prize money won by the plaintiff's pony on August Bank Holiday. The plaintiff's case was that (1) having paid the entrance fee of 10s. for his pony (which won the first race) he was entitled to £4 as the first prize; (2) the entrance fee was waived for the second race, which the pony also won, entitling the plaintiff to another £4; (3) although the entrance fee was paid to a local publican, the defendant had neither disputed liability, nor alleged that a Mrs. Hall was liable as promoter. The publican's evidence was that, being present with a lemonade stall, he was also deputed to take entrance fees, which he handed to the defendant. The defendant's evidence was that (1) he was a mere employee, as the portable greyhound race track (and also the dogs) were owned by a Mrs. Hall, by whom he was paid 30s. for his two days' work; (2) the ponies were admitted free to the races in order to provide work for the totalisator. His Honour Judge Randolph, K.C., gave judgment for the plaintiff, with costs, payable at £2 a month.

THE RIGHTS AND LIABILITIES OF HOTEL PROPRIETORS.

A question of publication, in a communication to a solicitor, was considered in the recent case of *Leventhal* v. *Krawitz*, at Colwyn Bay County Court. The plaintiff claimed damages

for (1) breach of contract, in leaving her boarding house after only one night's stay ; (2) libel, in writing to her solicitor that it would benefit the public for certain matters to be "aired in open court." The defence was that the words were not reasonably capable of bearing a defamatory meaning, that they were true and also privileged, but the plaintiff contended that privilege was rebutted by intrinsic evidence of malice. His Honour Judge Sir Artemus Jones, K.C., observed that the defendant had gone outside the personality of the plaintiff, and (by writing to her solicitor) had published the letter, which was capable of a defamatory meaning. The plea of justification failed, and, although the defendant had not been vindictive, the libel nevertheless affected the plaintiff in the way of her trade. Judgment was given for the plaintiff for the breach of contract, and the damages for libel (in view of the limited publication) were assessed at £25, with costs on Scale B. Compare "The Accommodation of Motor Coach Parties" in "Our County Court Letter" of this issue.

Obituary.

Lord SANDHURST.

Lord Sandhurst died on Friday, the 6th January, at his home at Sheringham, at the age of seventy-five. John William Mansfield was educated at Wellington and Trinity College, Cambridge, and was called to the Bar by the Inner Temple in 1882, joining the Northern Circuit. He was legal Chancery visitor in lunacy from 1910 to 1928. He was also chairman of the Norwich Diocesan Board of Finance, and was a magistrate for Norfolk. His brother died in 1921, and Mr. Mansfield succeeded as third baron.

Mr. C. F. E. DEAN.

Mr. Charles F. E. Dean, solicitor, partner in the firm of Messrs. Wratislaw, Dean and Bretherton, of Rugby and Lutterworth, died at Lutterworth on Tuesday, 10th January, a few days before his fifty-fifth birthday. Mr. Dean, who was educated at Malvern College, was admitted a solicitor in 1902, and went to Lutterworth the following year.

Mr. W. FURNESS.

Mr. William Furness, solicitor, of Manchester and Lymm, died on Thursday, 5th January, at the age of fifty-five. Mr. Furness was admitted a solicitor in 1905, and had lived in Lymm for the past seventeen years.

Mr. J. KINGSFORD.

Mr. Julius Kingsford, solicitor, senior partner in the firm of Messrs. Kingsford, Flower and Pain, of Ashford, Kent, died at his home on Friday, the 6th January, in his seventy-first year. Mr. Kingsford, who was admitted a solicitor in 1884, was clerk to the East Ashford Council and Guardians until about six years ago. He held the offices of hon. treasurer to the local Conservative Association and president of the Ashford Hospital, and up to the time of his death was trustee of the Ashford Mutual Building Society, which he had been instrumental in forming in 1886. The business of Messrs. Kingsford, Flower and Pain is being carried on under the same name by the surviving partners.

Mr. H. L. TATHAM.

Mr. H. L. Tatham, solicitor, Clerk of the Peace for Gravesend for the past twelve years, and a partner in the firm of Messrs. Tolhursts and Tatham, solicitors, of Gravesend, died at Southend, on Friday, the 30th December. Mr. Tatham, who was admitted a solicitor in 1906, held many public offices. He was president of the Gravesend Division of the Kent Constitutional Association.

In Lighter Vein.

The Week's Anniversary.

It is disturbing to reflect how many potential ornaments to the Bench may have passed away unrecognised in the scholarly twilight of University cloisters. Blackstone might easily have remained unknown beyond the bounds of Oxford, and Maule, J., was at first a mathematical "coach" at Cambridge. Declining a professorship at Haileybury College, he came to the Bar, where he slowly but solidly built up a reputation as a sound commercial lawyer. He took silk in 1833, shortly afterwards becoming counsel to the Bank of England. In 1839 he was appointed to the Bench, where he served for nearly twenty years, till ill-health forced his resignation. He died on the 16th January, 1858. Lord Brampton has left us an excellent first-hand impression of his character. "His asthmatic cough was the most interesting and amusing cough I ever heard, especially when he was saying anything more than usually humorous, which was not infrequently. He was a man of great wit, sound sense and a curious humour such as I never heard in any other man. He possessed too a particularly keen apprehension. To those who had any real ability he was the most pleasant of judges, but he had little love for mediocrities. No man was ever endowed with a greater abhorrence of hypocrisy."

Fabricated Documents.

An individual who had been incautious enough to hand up a fabricated document to Avory, J. (of all judges) at the Wells Assizes was recently an unsuccessful appellant against a conviction for fabricating a false document with intent to mislead a court of justice. No counsel had contributed to his foolhardiness, but had it been so one would have wished him an advocate as bold as Serjeant Hullock (afterwards a judge), who, having inadvertently violated his instructions by producing in court a deed which proved to have been forged by his professional client, recovered possession of it on the pretext of examining it and refused to give it up again. "No earthly power shall induce me to surrender it," he said. "I have incautiously put a fellow creature's life in peril and I should never be happy again should a fatal end ensue." While Bayley, J., was taking the advice of a learned brother the deed vanished for ever.

Conjugal Portraiture.

In a case in which a portrait painter is suing a client who has refused to accept a picture of his wife, on the ground that it is below the level of the artist's reputation and not worth the price asked, the French Court of Appeal has referred the dispute to experts. In such matters, husbands are apt to hold strong views independent of artistic standards—witness the case of the rich citizen of Bristol who employed John Singleton Copley, father of Lord Chancellor Lyndhurst, to paint a picture of his wife and family. "But it wants one thing," he said, "and that is a portrait of my first wife, for this one is my second." The artist suggested that she might be admitted in the guise of an angel, but the worthy merchant would have none of this. "Oh, no. Not at all. She must come in as a woman. No angels for me." When he came again to view the finished work, he had a different lady on his arm. His second wife he explained had met with an accident and he had married a third whom he wished included in the family group. This new partner said nothing at the time, but being by no means anxious to figure in an exhibition of trigamy, subsequently came to the artist representing that she had her husband's authority to have her two predecessors painted out. Copley in good faith obeyed with the result that the proud polygamist refused to accept the picture. He brought an action to enforce payment and, the judge leaving it to the jury to say whether in the circumstances the third wife had not the defendant's authority for directing the ejection of the first and second wives, obtained the verdict.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Goods on Pavement—Obstruction—Grating as Part of Pavement.

Q. 2630. There is no actual bye-law in force in the county borough of B which relates to tradespeople putting goods on the stalls outside their shop and standing on the public footpath, but the town clerk in a letter has stated that there is no right for goods to be so exhibited "on any part of a pavement which has been dedicated to the use of the public." A client tradesman exhibits fruit on stands which stand on the pavement, and the police have twice told him that they must be at once removed. It so happens that my client's premises have a cellar, and the cellar window is lit from light which reaches it through an iron grating, and this iron grating forms part of the pavement and protrudes from the wall of the client's shop into the pavement for a depth of at least 18 inches for a considerable extent of the frontage. My client maintains that the grating is not dedicated to the public, but is part of the dwelling-house and shop, and that therefore he can exhibit fruit to the extent of the grating. Unfortunately the date is not known when the house was built or the pavement, but it is a very old highway from times immemorial so far as the road is concerned. Would you kindly say if there are any authorities which could be quoted to prove that in a case like this the grating is part of the dwelling-house and not part of the pavement?

Q. In our view this is a pure question of fact and case-law is not likely to be of much assistance. The public presumably for a long period of time have been passing over this iron grating. Whether by this time a public easement has been acquired is a question of fact to be determined by evidence. If it be so, then the public right of passage is being obstructed and the local authority, being charged with the duty of protecting such public rights, is acting, presumably under the Local Government Act, 1929, *q.v.* The absence of any bye-law is immaterial. The obstruction alleged comes under the Highway Acts.

Agricultural Holding—Expiration of Tenancy—Grants of Extended Periods—Application of Agricultural Holdings Act, 1923, s. 23 (3).

Q. 2631. In 1915 A leases a farm to B for a term of seven years from the 1st January, 1914 (an existing lease being surrendered). In 1920 A extends the term for a further seven years from 1st January, 1921, by a deed endorsed on the original lease. By a further deed in 1926, also endorsed on the original lease, A after a recital that he had agreed to demise the farm to B for a further term of five years, demises the same to B for the term of five years from the 1st January, 1928. B is now dead, and his executors have carried on since his death expecting the lease to expire on 31st December, 1932. A's agents now inform them that A is entitled to twelve months' notice. The executors contend that as the further term merely extended the original lease they come within sub-s. (3) of s. 23 of the Agricultural Holdings Act, 1923, and that no notice is therefore necessary. We shall be pleased to have your views and particularly reference to any case law on the point.

A. So far as we are aware, there is no case recorded in which this point has arisen. But that is not surprising. Is it not obvious that the indorsement on the original lease of the demise for a *further* term amounts to a *new* lease? We see no other possible interpretation. Of course, if the original lease contained an option of continuing for a further period, the case would be different. Apart from that, it is clear that the tenant should have received due notice under s. 23 (1).

Restrictive Covenant Qualified as to Liability of Covenantors.

Q. 2632. In conveyances of freehold building plots, we are in the habit of framing the covenant to observe the restrictions imposed by the vendor in the following form: "The purchaser to the intent that this covenant *shall be binding so far as may be on the owner for the time being of the property hereby assured but upon the purchaser only so long as he shall be the owner of the same*, hereby covenants with the Vendor that the purchaser and his successors in title will at all times hereafter observe and perform the restrictions and stipulations set forth in the Schedule hereto." We understand that the general rule is that a purchaser from the original covenantor, or from one who has covenanted with the original covenantor to observe the restrictions, should also covenant to observe the restrictions and to indemnify his vendor; but that a purchaser from a person who was not the original covenantor and did not covenant to observe the restrictions or indemnity should *not* give a covenant or indemnity. We should be glad to know whether the rule would apply in the case of a sale from an original covenantor, who has covenanted in the above form, enabling him to insist on an indemnity from a purchaser from him, or whether the form of the above covenant prevents the original covenantor from insisting on an indemnity.

A. The actual point has not, we think, been the subject of any reported decision, but it is the general view of conveyancers—a common-sense view—that the vendor is not entitled to a covenant of indemnity where he will not continue to be under any liability (see "Williams' Vendor and Purchaser," 3rd ed., p. 628). At the same time such covenants are in practice often inserted as they do not impose any fresh liability on the purchaser.

Solicitor Receiving Commission.

Q. 2633. Referring to the question on p. 622 of your issue of the 3rd September, 1932, and the answer thereto, I shall be glad of your observations on the following point:—"Can a solicitor who is *not* a solicitor trustee, and who is acting for an administrator of an estate, retain one half of the commission earned by a stockbroker in respect of the sale of stocks and shares belonging to the estate of the intestate, and which is forwarded to the solicitor by the stockbroker with the cheque for the proceeds of sale of the stocks and shares. The administrator has given his consent in writing to the retention of the moiety of commission. There are, however, a number of persons who will benefit under the intestate's estate, to whom it will probably be impossible to explain the matter fully with a view to obtaining their consent to the retention by the solicitor of the moiety of the stockbroker's commission referred to."

A. Although we think it is usual in such cases for the solicitor to credit the half commission and to charge for his ordinary work, it appears to us that if the administrator gives his consent (which it would be advisable to have in writing) to the retention of the half commission, the amount could not be recovered from the solicitors. Nor do we think that if the

administrator fully appreciates the position, and thinks it right to allow the solicitor to retain the amount, that he would put himself under any liability to the beneficiaries.

Sewers—Where Right to drain into those on adjoining Estate.

Q. 2634. A client of mine is a builder in a large way of business, and has laid out an estate with roads, sewers, etc. An adjoining owner is contemplating selling neighbouring land to another builder for development, and this other builder claims that he will be entitled to connect up the sewers which he will construct on his own land with the sewers of my client's land, so as to allow the sewage from his estate to flow through my client's sewers, without the consent of my client. I should be glad if you would kindly let me know if there is any authority for this proposition.

A. On the bare facts given it is considered the sewers vested in the local authority and (if sufficient for the purpose) that authority can allow the neighbouring owner to connect up with them. See *Acton L.B.* v. *Batten* (1884), 28 Ch.D. 283; *Minehead L.B.* v. *Luttrell* [1894] 2 Ch. 178; and *Croysdale* v. *Sunbury on Thames U.C.* [1898] 2 Ch. 515; and *A.G.* v. *Peacock* [1926] 1 Ch. 241. For an example of a sewer made for profit within exception 1 of s. 13 of P.H.A., 1875, which was held not to vest in the local authority, see *Vare* v. *Joy* [1920] 124 L.T. 148. *Vowles* v. *Colmer* [1895] 64 L.J. Ch. 414, is a case of a single drain connected by a private owner with such a sewer. In the present instance, as it is apparently a new sewer and not a single drain that is to be connected with the existing one, the local authority will probably have to take the initiative by proceeding under s. 16.

Nuisance Affecting Division Wall.

Q. 2635. A is the lessee for 999 years of No. 10, Blank-street, which is underlet to B. Adjoining No. 10 is a semi-detached building also held for a similar term by another owner, and which is underlet to C, who uses the premises for the sale of fish and chips. C's cooking range is erected against the inside walls of his shop adjoining the inside wall of No. 10. It appears that the heat of this range has adversely affected C's wall, which has pushed outwards, causing the inside wall of No. 10 to bulge inwards. This wall is manifestly in a dangerous state, and it appears that the cost of setting the matter right will be considerable. In the absence of any declaration as to party walls or of any covenants affecting the matter we shall be pleased if you can point to any authority which will define the respective rights of A and B against C.

A. The common use of a division wall may, in the absence of evidence of ownership, be treated as evidence that the wall is a party one (*Cubitt* v. *Porter* (1828), 8 B. & C. 257), and in the absence of any evidence a jury may find the wall is a party one (*Standard Bank of British South America* v. *Stokes* (1878), 9 Ch. D. 68). It is considered that, if the two long leases were granted on the same date, the presumption would apply. If granted on different dates, the actual construction of the wall in relation to the house first granted might have to be gone into, but *prima facie* it is thought the first lessee would take the wall subject to an easement of necessity to have it maintained for the benefit of the adjoining house. See also *Dalton* v. *Angus* (1881), 6 App. C. 740, the leading case on lateral support. The point is probably not of great importance as, assuming B's house has only a right to lateral support, if there is, as stated, an actual bulge beyond the proper line of B's boundary, this would appear to be clearly a trespass. The slightest crossing of a neighbour's boundary is sufficient. If it is not a trespass it is a nuisance. Any unjustifiable interference with B's house which causes it to be rendered less fit for habitation than before to such an amount that there is substantial damage is a nuisance, if it is not a trespass. B should sue as occupier, in case the Act should be held to be a trespass, but of course A can be a co-plaintiff. Possibly the cheapest method would be to get the local authority to serve a nuisance notice on C.

Reviews.

An Orator of Justice: A Speech Biography of Viscount Buckmaster. Edited by James Johnston. 1932. Demy 8vo. pp. xi and (with Index) 300. London: Ivor Nicholson and Watson, Ltd. 15s. net.

Those whose memory goes back to the days when Viscount Buckmaster was still at the Bar will readily recall that his arguments were all characterised by a clarity and cogency of presentation not by any means too common in the courts. In Parliament, and especially since his elevation to the peerage, his speeches have all exhibited the same qualities with an emotional interest added which would scarcely have been in place in an argument addressed to a Chancery judge on some abstruse question of real property law or on some point arising on, say, the Companies Act. Admirers of his abilities will welcome this collection of the speeches delivered on a great variety of subjects, all alike showing that skill in presentation and felicity of language which we have come to expect from the ex-Lord Chancellor. How great is the impression made upon even political opponents is well exemplified in the very pleasant preface to this volume contributed by Mr. John Buchan, who tells us that, since Lord Rosebery's golden voice was silent, Lord Buckmaster seems to be our most finished master of oratory, his speeches being always artistic wholes. In the early chapters of the volume the editor sketches the career of Lord Buckmaster as advocate, as Parliamentary candidate, as Member of the House of Commons and then of the Upper House, following these by a copious selection from the speeches and addresses delivered both in and outside Parliament. Of special interest to members of the profession was his spirited attack on the system of judicial patronage at one time prevailing, declaring that "it ought to be regarded as an improper thing for a government to appoint a man who is notoriously unfit, I do not say by reason of his character, but by reason of his disposition or temper or lack of learning and of experience, to discharge the duties he is called upon to discharge." Again, his addresses collected under the heading "The Lover of Justice," will well repay perusal, as will also those illustrative of his interests as a humanist; among the latter being a passionate plea for the preservation of the countryside from vulgarisation by flaring advertisements. The range of subjects is remarkable, but on all he has spoken well and with authority, the very width of sympathy revealed being a sufficient refutation of the popular delusion that the lawyer is wholly bound up in, and has no interests outside, his professional activities. Mr. Johnston is to be congratulated upon the skill with which he has carried out his task. Several portraits of Lord Buckmaster are given throughout the volume, all excellently produced; we can hardly say the same high standard has been achieved in the frontispiece in which the noble lord is shown in his robes as Lord Chancellor.

The Juridical Review. Vol. XLIV, No. 4. December, 1932. Edinburgh: W. Green & Son, Ltd. 5s.

To the majority of readers the most attractive item in this number will be the speech of the Lord Advocate at the Sir Walter Scott centenary banquet held in the Parliament Hall in October last, a memorial function presided over by the Dean of Faculty, who occupied the actual chair that was used by Sir Walter when, in his capacity of Clerk of Session, he sat in the First Division of the Court. In the course of his delightful address the Lord Advocate visualised the Parliament House in the palmy days when Scott was in active work, and enhanced the interest of his retrospect by racy anecdotes of such worthies as Lord Kames and John Clerk, following this up by an eloquent appreciation of Scott's genius and personality. Other articles include a learned paper on John Locke, an exposition of the Interpretation of Wills, more attractively written than such a subject usually inspires, and an extremely curious paper on "Bier-Right," in which some old cases are

discussed in which emerged the superstitious belief that if a murder has been committed the spirit of the deceased still continues active and indicates by some sign the identity of the murderer.

Love-in-Law. By STANLEY J. RUBINSTEIN. 1932. London: Jarrolds (Publishers), Ltd. 7s. 6d. net.

This is another humorous novel by the solicitor-author of "Bubbson," which appeared in 1926, and which, as readers may remember, we referred to editorially at p. 1058 of that year's volume. In his new novel Mr. Rubinstein delights us with the entertaining story of the rise to fame of an unknown young solicitor, who founds a society for tattooing all babies at birth, and who is helped by an attractive lady client and our old friend Bubbson. The account of an application made to the Vacation Judge on a golf-course provides particularly amusing reading. The author has evidently a wide legal experience, to which is added the ability to obtain humour from the most everyday occurrences, and his book is certain to prove popular amongst members of the profession.

Town and Country Planning Act, 1932. By The Hon. DOUGALL MESTON, of Lincoln's Inn and South Eastern Circuit, Barrister-at-Law. 1932. Royal 8vo. pp. (with Index) 136. London: Sweet & Maxwell, Limited; Stevens and Sons, Limited. 7s. 6d. net.

This work does whatever is possible towards making intelligible to the general practitioner a complicated and revolutionary statute which has not yet been subjected to the test of judicial interpretation. The Act has been reprinted with copious footnotes, some dealing with obscure points in the light of decided cases, but most concerned to corelate one section of the statute with another and even one word with another. This is preceded by an introductory summary of the provisions of the Act, and an index of fifteen pages closes the work. It is to be hoped that copious judicial decisions will soon give rise to a second edition.

Glimpses of Tristan de Cunha's Past. By DOUGLAS M. GANE. 1932. Crown 8vo. pp. 173. London: George Allen and Unwin, Limited. 7s. 6d. net.

The interest of this book lies mainly in its description of the arcadian conditions preserved in this island. The lawyer gathers that no fortune awaits him in such a patriarchal organisation. There is, however, an interesting account of the trial and acquittal of Captain Kerry of the steam yacht "Pandora," before Grantham, J., at the Old Bailey, in 1905. He was alleged to have stolen certain property sent to Tristan de Cunha on his ship and at the time the case aroused considerable interest.

Books Received.

Every Man's Own Lawyer. By a Barrister. 1932. Demy 8vo. pp. 848. London: Crosby Lockwood, Ltd. 15s. net.

The Law Relating to Town and Country Planning. By W. IVOR JENNINGS, M.A., LL.B., of Gray's Inn, Barrister-at-Law. 1932. Medium 8vo. pp. xxiv and (with Index) 240. London: Charles Knight & Co., Ltd. 12s. 6d.

An Alphabetical Digest of Legal Decisions upon the Provisions of the Increase of Rent and Mortgage Interest (Restrictions) Acts, 1920-1925. Compiled by ALBERT J. WILSON, F.A.I., F.A.L.P.A. 1933. Birmingham: Birmingham and District Property Owners' Association. 1s. net.

Tables of Procedure. Compiled by W. BERTRAM NELSON, A.S.A.A., Incorporated Accountant. 1933. Crown 8vo. pp. 34. London and Liverpool: The Solicitors' Law Stationery Society, Limited. 2s. 6d. net, and Cloth, 5s. net.

[All books acknowledged or reviewed can be obtained through The Solicitors' Law Stationery Society, Limited, London and Liverpool.]

Notes of Cases.

Court of Appeal.

Broken Hill Proprietary Company, Limited *v.* Latham and Others.

Lord Hanworth, M.R., Lawrence and Romer, L.JJ.
1st November, 19th December, 1932.

COMPANY—DEBENTURES—ISSUE IN AUSTRALIA BY AUSTRALIAN COMPANY—HOLDER'S OPTION TO BE REPAID IN AUSTRALIA OR IN LONDON—DEPRECIATION OF AUSTRALIAN CURRENCY—NO RIGHT TO BE REPAID IN ENGLISH CURRENCY.

Appeal from a decision of Maugham, J.

An Australian company, with an office in London, issued debentures. The trust deed provided that the principal should be repaid at certain Australian banks, or, at the option of the holder, in London. The company took out a summons to determine whether that option gave the holder a right to claim that the repayment should be made in English money, or whether the company could repay in London the appropriate amount of Australian pounds, converted at the exchange of the day. The Australian pound had heavily depreciated. Maugham, J., thought that if a holder could claim payment of £100 in London, it was difficult to see why he should accept a lesser sum, unless there was a clear stipulation to that effect. If the relevant document was ambiguous, it must be construed against the company that had issued it. He therefore held that the holders could claim payment in English currency. The company appealed. The Court (Lord Hanworth, M.R., dissenting) allowed the appeal.

LAWRENCE, L.J., said that the company, albeit it had an office in London, was an Australian company. It was not open to reasonable doubt that, *prima facie*, the word "pounds" and the symbol "£" whenever used in the resolution creating the debenture issue and in the trust deed and debentures were intended to indicate Australian pounds, and not pounds sterling, and, accordingly, that all the sums of money mentioned in the trust deed and in the debentures were intended to be sums of Australian pounds and not sums of pounds sterling. He thought that the option as to place of payment was given solely for the purpose of enabling the debenture-holders to cash their coupons and collect their redemption moneys at places which might be more convenient than Melbourne, and that there was no implied stipulation that if a debenture-holder elected to be paid outside Australia he would be paid in a currency differing from that in which all the other debenture-holders would be paid.

ROMER, L.J., delivered judgment to the same effect.

Lord HANWORTH, M.R., dissenting, agreed with the decision of Maugham, J. He thought that if the contention were well founded that, wherever payment was made, it was to be made in the Australian value of money, there was little merit or importance to be attached to the condition that payment might be made at the option of the payee in London.

COUNSEL: *C. E. E. Jenkins*, K.C., and *D. Ll. Jenkins*, for the appellants; *Sir Gerald Hurst*, K.C., and *J. H. Stamp*, for the debenture-holders; *Eversheds* for the trustees of the trust deed.

SOLICITORS: *Blyth, Dutton, Hartley & Blyth*, for all parties.

[Reported by G. T. WHITFIELD-HAYES, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Dawson *v.* Winter.

Lord Hewart, C.J., Avory and Branson, JJ.
9th December, 1932.

MOTOR CAR—ACCIDENT—ANIMAL INJURED—REFUSAL OF DRIVER TO GIVE NAME AND ADDRESS—REPORT TO POLICE—PROSECUTION—ROAD TRAFFIC ACT, 1930, s. 22 (1).

This was an appeal by way of a case stated by justices for Kirton and Skirbeck, Parts of Holland, Lincolnshire.

At about 9.40 a.m. on the 28th March, 1932, W. L. Smith, a farmer, of Swineshead, Baythorp, Lincolnshire, was getting some cattle out of a yard when a cow got on the highway and was injured by a motor car, of which the respondent, Joseph Reeson Winter, was the driver. Smith asked Winter for his name and address, but Winter refused to give them, and Smith reported the accident to the police by telephone. About 10 a.m. that day a police constable, acting on instructions, stopped the car driven by Winter, and asked him whether he had given Smith his name and address. Winter replied that he had left it to Smith to take the number of his car. Winter was charged before justices for the Petty Sessional Division of Kirton and Skirbeck under s. 22 (1) of the Road Traffic Act, 1930, on an information which alleged that, being the driver of the car on the occasion in question, in the case of an accident whereby injury was caused to a certain animal, he failed to give his name and address when required to do so.

The justices decided that s. 22 must be read as a whole, the intention of the section being that the police must be informed within the prescribed time of the accident either by the person who was entitled to demand the name and address of the driver or by the driver himself, and that, Winter having reported to the police within the prescribed time, had committed no offence under s. 22 (1). They therefore dismissed the information.

Lord Hewart, C.J., said that he thought that it was quite clear that an offence under s. 22 had been committed. In other words, the respondent "failed to comply" with s. 22, and what happened afterwards did not absolve him from that offence.

Avory and Branson, JJ., agreed. Appeal allowed, with costs.

Counsel: *Richard Elwes*, for the appellant; the respondent was not represented.

Solicitors: *Robbins, Olivey & Lake, for M. Merry*, Spalding.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

Donovan and Another *v.* Union Cartage Company, Ltd.

Acton and Talbot, JJ. 9th December, 1932.

Child—Playing in Street—Climb on Stationary Van—Unhorsed and unattended—Fall and Injuries—Van Owner not liable in Damages—Van not inherently dangerous.

This was an appeal by the plaintiffs, Frederick Donovan, an infant seven years old (suing by his father, Dennis Donovan) and Dennis Donovan, from a decision given by the judge at Bow County Court in favour of the defendants, Union Cartage Co., Limited, in an action in which damages were claimed for injuries sustained by the infant plaintiff who, while playing with other boys in the street on the 6th August, 1931, climbed on and fell from an unhorsed van belonging to the defendants and which was left standing unattended in the street opposite their premises. The county court judge gave judgment for the defendants and the plaintiffs now appealed.

Acton, J., giving the judgment of the court, said that it was contended that to leave a vehicle such as a stationary van, even with no horse attached to it, and in an immobile condition, in a public street in which young children were known to be in the habit of playing, and at a time when they were likely to be doing so, was in breach of the duty owed by the owners of the vehicle to such children, and that, if a child in such circumstances climbed on to such a vehicle and fell from it and was injured, liability in damages was incurred by the person who so left the vehicle. The contention of the plaintiffs was that the present case was within the principle of *Lynch* v. *Nurdin* (1841), 1 Q.B. 29, and other similar cases. There was, however, a distinction between those cases and the present case which, in their lordships' opinion, was a valid distinction. The cases in which it had been held that liability arose appeared to have one common feature, namely, that the object left unattended and accessible to children possessed some attribute which rendered it dangerous in itself. There was in their judgment no such element of inherent danger in a sound, stationary and immobile vehicle such as the van in the present case. To extend the principle of *Lynch* v. *Nurdin*, *supra*, to things in no way dangerous in themselves left unattended in the street (or in other places open to the public) would be to impose burdens of responsibility so far-reaching and incalculable as to be unreasonable and intolerable. It could not be said that, even if such things were likely to attract children, there was in them anything in the nature of a trap or a concealed peril. Further, in the present case, there was no relation of cause and effect between an obstruction to the use of the highway and the occurrence of the accident. Appeal dismissed, with costs.

Counsel: *D. Weitzman*, for the appellants; *G. Granville Sharp*, for the respondents.

Solicitors: *Silkin & Silkin; Cole & Matthews.*

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

White Sea Timber Trust, Limited *v.* W. W. North Limited.

MacKinnon, J. 20th December, 1932.

Shipping—Contract for Sale of Timber—To be carried "Under Deck"—Breach of Condition—Portion Carried "On Deck"—Buyers' Right to Reject the Whole.

The White Sea Timber Trust, Limited, of London, by a contract dated the 17th June, 1932, sold to W. W. North, Limited, of Hull, a quantity of red wood strips of sizes and quantities as specified, to be shipped from Archangel during July and August, 1932, in one or more steamers. It was a condition of the contract that the whole of the wood strips were to be shipped from Archangel under deck. The goods were in fact shipped by the s.s. "Horden" from Archangel and arrived in Hull on the 2nd August, 1932. About 12½ standards had been carried as deck cargo, in breach of the above-mentioned condition that the whole should be shipped under deck. The sellers tendered to the buyers four bills of lading, three referring to wood strips carried under deck and the other to wood strips carried as deck cargo, and the buyers refused to accept any of the bills of lading and rejected the whole shipment. Clause 15 of the contract provided that disputes should be settled by arbitration, and that "buyers shall not reject the goods herein specified but shall accept or pay for them in terms of contract against shipping documents." In the subsequent arbitration the umpire decided, subject to the opinion of the court, that the buyers were entitled to reject the whole shipment on the ground that the goods carried on deck were not goods of the contract description.

MacKinnon, J., said that the sellers relied on the provisions of cl. 15, saying that "the buyers shall not reject the goods herein specified." The question, therefore, was whether the goods delivered were the goods specified by the contract. In his view "herein specified" means "herein described," and he held that part of the description of the goods was that they were to be carried under deck. In fact, about a quarter of the total quantity was carried on deck, and the buyers, therefore, had the right to reject. The award must be upheld.

Counsel: *van den Berg*, K.C., and *R. Knight*, for the sellers, the White Sea Timber Trust, Limited.; *Le Quesne*, K.C., and *McNair*, for the buyers.

Solicitors: *Wynne-Baxter & Keeble; Pritchard & Sons*, for *Andrew M. Jackson & Co.*, Hull.

[Reported by Charles Clayton, Esq., Barrister-at-Law.]

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Societies.

The Law Society.

SPECIAL GENERAL MEETING.

A special general meeting of The Law Society will be held in the Hall of the Society on Friday, the 27th January, at 2 p.m.

The Union Society of London.

A meeting of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 11th January.

The President (Mr. Alexander Ross) was in the chair, and there were eighteen members and visitors present.

Mr. A. Sandilands proposed: "That this House considers that the time has come for compulsory sterilisation of the unfit." Mr. Kenneth Ingram opposed.

There spoke in favour of the motion Mr. J. H. Coram, the Hon. Secretary, Mr. F. W. Grain, Mr. Burnett Rae (a visitor) and Capt. Ellershaw, and against Mr. F. R. Anthony, Mr. Geoffrey Beaumont, the President and Mr. Winch.

The hon. proposer replied, and on a division the motion was carried by two votes.

The subject for debate on Wednesday, 18th January, will be: "That a national scheme for slum clearance should be provided for in the Budget."

The United Law Society.

CIRCULAR FOR JANUARY, 1933.

Meetings in Middle Temple Common Room, commencing at 7.45 p.m. promptly.

Monday, 16th January, 1933.—Debate: "That in the opinion of this House all places of amusement should be permitted to be opened on Sundays." Opener, Mr. George Bull; Opposer, Mr. H. Wentworth Pritchard.

Monday, 23rd January, 1933.—Debate: "That in the opinion of this House the Means Test should be abolished." Opener, Mr. W. G. Galbraith; Opposer, Mr. C. H. Moseley.

Monday, 30th January, 1933.—Joint Debate with the Sylvan Debating Society at 8 p.m., to be held at their premises No. 4, Southampton-row, W.C.1. Debate: "That in the opinion of this House the interest taken by all classes in games and sports is becoming a national menace." Opener, Mr. J. L. S. Hale; Seconder, Mr. A. McD. Gordon.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, 10th January (Chairman, Mr. E. F. Iwi), the subject for debate was "That the case of *Sheffield Masonic Hall Co. Ltd.* v. *Sheffield Corporation* [1932], 2 Ch. 17, was wrongly decided." Mr. W. M. Pleadwell opened in the affirmative, and Mr. R. Langley Mitchell opened in the negative; Miss Hastie seconded in the affirmative, and Miss Cross seconded in the negative. The following members also spoke: Messrs. P. W. Iliff, J. C. Christian-Edwards, T. Kenyon, and H. J. Baxter. The opener having replied, and the Chairman having summed up, the motion was lost by three votes. There were fifteen members present.

Incorporated Accountants District Society of Liverpool.

At the last meeting of the Incorporated Accountants District Society of Liverpool, Mr. Bertram B. Benas, barrister-at-law, delivered a lecture entitled "The English Legal System." Mr. Benas said that the recent "Talks on the Law of the Land" which had been broadcasted and the publication of several admirable books dealing with the law from a general standpoint intended for the lay reader manifested a wider interest in law as an essential element in civilisation. It might be said that this interest was aroused by the desire of those, on the one hand, who sought to mechanise social life, and, on the other, by the desire of those who sought to withstand any effort directed to substituting a collective will for individual initiative. The English legal system might appear to some Continental scholars to have no system at all, but it worked and progressed.

SOLICITORS' RIGHTS OF AUDIENCE.

The Montgomeryshire Quarter Sessions last week granted an application that solicitors practising in Montgomeryshire, Merioneth, Radnor and Brecon should have equal rights of audience before the court with barristers.

Legal Notes and News.

Honours and Appointments.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to appoint Mr. ARTHUR HUNTER DENHOLM GILLIES, advocate, to be Sheriff Substitute of Caithness, Orkney, and Zetland, at Kirkwall, in the room of Mr. George Brown, advocate, who has been appointed to be Sheriff Substitute of Ross, Cromarty, and Sutherland, at Dingwall.

The Lord Chancellor has appointed Mr. WILLIAM FRANCIS SPENCER HAWKINS, to be a Master of the Supreme Court of Judicature, Chancery Division, in the place of Master Watkin-Williams, who has resigned. Mr. Hawkins was admitted a solicitor in 1921.

Mr. HENRY HAGUE DAVIS, K.C., of Toronto, has been appointed a Judge of the Appeal Court of Ontario, in succession to Mr. Justice Grant, deceased.

Mr. L. F. C. DARBY has been appointed Admiralty Registrar to succeed the late Mr. E. S. Roscoe, who died last November. Mr. Darby was called to the Bar by the Inner Temple in May, 1898.

Mr. GUY HEATH DAVIS, Assistant Solicitor to the Watford Corporation, has been appointed Senior Assistant Solicitor to the County Council of East Suffolk. He was admitted in 1929.

In this column in last week's issue we regret the omission of the name of Sir PHILIP HORACE FREEMAN, K.B.E., solicitor, a member of the firm of Messrs. Peacock & Goddard, of Gray's Inn, W.C., who has been appointed a Knight Commander of the Royal Victorian Order. Sir Philip was admitted in 1904.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

THE GENERAL COUNCIL OF THE BAR.

The Annual General Meeting of the Bar will be held in the Inner Temple Hall, on Wednesday, the 18th January, at 4.15 o'clock. The Attorney-General will preside. Any member of the Bar shall be at liberty to bring forward for discussion at the above meeting any resolution, provided that notice thereof shall have been given in writing to the Secretary of the Council not less than seven clear days before the day of meeting, and that in the opinion of the Executive Committee of the Council such resolution is a matter of general interest to the Bar.

DATES OF WINTER ASSIZES.

The following days and places have been fixed for holding the Winter Assizes, 1933:—

NORTHERN CIRCUIT.—Mr. Commissioner Singleton.—Wednesday, 18th January, at Appleby; Friday, 20th January, at Carlisle; Wednesday, 25th January, at Lancaster. Mr. Justice Hawke and Mr. Justice Lawrence.—Monday, 30th January, at Liverpool; Monday, 6th March, at Manchester.

OXFORD CIRCUIT.—Mr. Justice Avory.—Wednesday, 11th January, at Reading; Tuesday, 17th January, at Oxford; Friday, 20th January, at Worcester; Wednesday, 25th January, at Gloucester; Tuesday, 31st January, at Monmouth; Monday, 6th February, at Hereford; Thursday, 9th February, at Shrewsbury. Mr. Justice Avory and Mr. Justice Talbot.—Wednesday, 15th February, at Stafford.

NORTH EASTERN CIRCUIT.—Mr. Justice Finlay and Mr. Justice Mackinnon.—Wednesday, 15th February, at Newcastle; Monday, 27th February, at Durham; Tuesday, 7th March, at York; Monday, 13th March, at Leeds.

SOUTH WALES CIRCUIT.—Mr. Justice Goddard.—Wednesday, 18th January, at Haverfordwest; Saturday, 21st January, at Lampeter; Wednesday, 25th January, at Carmarthen; Wednesday, 1st February, at Brecon; Monday, 6th February, at Presteign. Mr. Justice Goddard and Mr. Commissioner Sanderson.—Wednesday, 15th February, at Cardiff.

WESTERN CIRCUIT.—Mr. Justice Roche.—Saturday, 14th January, at Devizes; Thursday, 19th January, at Dorchester; Tuesday, 24th January, at Taunton; Monday, 30th January, at Bodmin. Mr. Justice Roche and Mr. Justice Branson.—Saturday, 4th February, at Exeter; Monday, 13th February, at Bristol; Tuesday, 21st February, at Winchester.

NORTH WALES CIRCUIT AND CHESTER.—Mr. Commissioner Sanderson.—Wednesday, 18th January, at Welshpool;

Saturday, 21st January, at Dolgelley; Tuesday, 24th January, at Carnarvon; Saturday, 28th January, at Beaumaris; Tuesday, 31st January, at Ruthin; Saturday, 4th February, at Mold. Mr. Justice Goddard and Mr. Commissioner Sanderson.—Wednesday, 8th February, at Chester.

SOUTH EASTERN CIRCUIT.—Mr. Justice Acton.—Wednesday, 11th January, at Huntingdon; Saturday, 14th January, at Cambridge; Friday, 20th January, at Ipswich; Thursday, 26th January, at Norwich; Thursday, 2nd February, at Chelmsford. Mr. Justice McCardie.—Monday, 20th February, at Hertford; Saturday, 25th February, at Maidstone; Tuesday, 7th March, at Kingston; Tuesday, 14th March, at Lewes.

MIDLAND CIRCUIT.—Mr. Justice Macnaghten.—Saturday, 14th January, at Aylesbury; Friday, 20th January, at Bedford; Thursday, 26th January, at Northampton; Wednesday, 1st February, at Leicester; Wednesday, 8th February, at Oakham; Thursday, 9th February, at Lincoln; Friday, 17th February, at Nottingham; Saturday, 25th February, at Derby. Mr. Justice Horridge.—Tuesday, 7th March, at Warwick. Mr. Justice Horridge and Mr. Justice Talbot.—Tuesday, 14th March, at Birmingham.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness Part I.
M'nd'y Jan. 16	Mr. Jones	Mr. More	Mr. More	Mr.*Ritchie
Tuesday .. 17	Ritchie	Hicks Beach	*Ritchie	*Andrews
Wednesday 18	Blaker	Andrews	Andrews	*More
Thursday . 19	More	Jones	*More	Ritchie
Friday 20	Hicks Beach	Ritchie	Ritchie	*Andrews
Saturday .. 21	Andrews	Blaker	Andrews	More
	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y Jan. 16	Mr. Andrews	Mr.*Hicks Beach	Mr. Blaker	Mr.*Jones
Tuesday .. 17	More	*Blaker	Jones	Hicks Beach
Wednesday 18	Ritchie	*Jones	Hicks Beach	*Blaker
Thursday . 19	Andrews	*Hicks Beach	Blaker	Jones
Friday 20	More	Blaker	Jones	*Hicks Beach
Saturday .. 21	Ritchie	Jones	Hicks Beach	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

HILARY SITTINGS, 1933.

COURT OF APPEAL.

APPEAL COURT NO. 1.

Wednesday, 11th January.—Exparte Applications, Original Motions, Interlocutory Appeals from the Chancery and Probate and Divorce Divisions, and if necessary, Appeals re The Workmen's Compensation Acts after which Chancery Final Appeals will be heard.

Chancery Final Appeals will be continued until further notice.

APPEAL COURT NO. II.

Wednesday, 11th January.—Exparte Applications, Original Motions, Interlocutory Appeals from the King's Bench Division and King's Bench Final Appeals.

King's Bench Final Appeals will be continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

GROUP I.

Before Mr. Justice EVE.

(The Witness List. Part II.)

Mr. Justice Eve will sit daily for the disposal of the List of longer Witness Actions..

Before Mr. Justice MAUGHAM.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Companies (Winding up) Business.

Tuesdays .. / Wednesdays / Thursdays .. / Fridays .... } The Witness List. Part I.

Before Mr. Justice BENNETT.

(The Non-Witness List.)

Mondays ....Chamber Summonses.

Tuesdays .. Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses

Wednesdays .Adjourned Summonses.

Thursdays ..Adjourned Summonses.

Lancashire Business will be taken on Thursdays, the 19th January, 2nd and 16th February and 2nd, 16th and 30th March.

Fridays .....Motions and Adjourned Summonses.

GROUP II.

Before Mr. Justice CLAUSON.

(The Witness List. Part I.)

(*Actions, the trial of which cannot reasonably be expected to exceed* 10 *hours.*)

Mondays ....Bankruptcy Business.

Tuesdays .. / Wednesdays / Thursdays .. / Fridays .... } The Witness List. Part I.

Bankruptcy Judgment Summonses will be taken on Mondays the 23rd January 13th February, 6th and 27th March.

Bankruptcy Motions will be taken on Mondays, the 16th January, 6th and 27th February and 20th March.

A Divisional Court in Bankruptcy will sit on Mondays the 30th January, 20th February, 13th March and 3rd April.

Before Mr. Justice LUXMOORE.

(The Non-Witness List.)

Mondays ....Chamber Summonses.

Tuesdays ...Motions, Short Causes, Petitions, Procedure Summonses, Further Considerations and Adjourned Summonses

Wednesdays .Adjourned Summonses.

Thursdays ..Adjourned Summonses.

Fridays .....Motions and Adjourned Summonses.

Before Mr. Justice FARWELL.

(The Witness List. Part II.)

Mr. Justice FARWELL will sit daily for the disposal of the List of longer Witness Actions.

THE COURT OF APPEAL.

A List of Appeals for hearing, entered up to Thursday, 22nd December 1932.

FROM THE CHANCERY DIVISION.

(Final List.)

Re Morriss Morriss v Morriss
Attorney-General v Mears
Gee v Harwood
Re Wasteneys Giles v Edwards
Re Union of London & Smiths Bank Ltd Conveyance Miles v Easter
Handcock & Dykes v The London and Home Counties Joint Electricity Authority
Re Societe Intercommunale Belge D'Electricite Feist v The Company
Smith v Evangelization Society Incorporated Trust
Re Williams' Settlement Greswolde-Williams v Lechmere
Farrow v Orttewell
Kelly v Cinema House Ltd
Re M I G Trust Ltd Re Companies Act 1929
Re Thomson Mahon v Kelly
Re Sassoon Commissioners of Inland Revenue v Raphael
Re Same Same v Ezra
Re Hearts of Oak Assurance Co Ltd Re Companies Act 1929

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

Re Ridge Hancock v Dutton

FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

Divorce Miller, M M v Miller, A G L J (Slee, E, Intervener)

FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re a Debtor (No 638 of 1930) Exparte The Debtor v The Petitioning Creditor and The Official Receiver (adjd to April 7 1933)
Re a Debtor (No 401 of 1932) Exparte The Debtor v The Petitioning Creditor and The Official Receiver (adjd to Jan 1933)
Re a Judgment Debtor (No 2616 of 1932) Exparte The Judgment Debtor v The Judgment Creditors
Re a Debtor (No 1131 of 1932) Exparte The Petitioning Creditor v The Debtor
Re a Debtor (No 1119 of 1932) Exparte The Debtor v The Petitioning Creditors

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

Dew v Thomas
Cammell Laird & Co Ltd v The Manganese Bronze & Brass Co Ltd
Same v Same Cross-appeal of Plaintiffs
Mason v Corning (Morrison and ors, Third Parties)
The British Trawlers Federation Ltd v London & North Eastern Railway
Same v Same Cross-Appeal of Defendants
D'Usez v Shephard
Laxon v Jackson
Saunderson v McQuilkin
Butterworth Hall Spinning Co (1919) Ltd v Chapman
Wyatt v Kreglinger and Fernau
Morse's Ltd v Crowhurst
Privatbanken i Kjobenhavn Aktieselskab v Evans
Re The Representation of the People Acts The Registration Officer for the Parliamentary County of Hants v Ainslie
Kettle v Smith
Tealby & Co v Arcos Ltd
Same v Same
The King v Glynn (ex parte Bond)
Sandford v Knowler
Hurwitz v Berman
White v Cobham
Haseldine v Hosken
Anglo-International Bank Ltd v General Accident Fire and Life Assurance Corpn Ltd
Lever Brothers Ltd v Kneale
Re The Petition of Right of Martin Buckland
A Davies & Co (Shopfitters) Ltd v Bromberg
Klienwort Sons & Company v Associated Automatic Machine Corporation Ltd
Turner v R E Taylor & Son Ltd
Radiovisor Foreign and Colonial Ltd v Radiovisor Parent Ltd
Reeve v Bridges
Bonas v Bonas
Bastin v Godstone Rural District Council Young v Same
Re Arbitration Act 1889 Arcos Ltd v London and Northern Trading Co Ltd. (From Interlocutory List)
Lever Brothers Ltd v Kneale (security ordered)
Vanbergen v St Edmunds Properties Ltd St Edmunds Properties Ltd v Vanbergen
Hill v Wright
Morriss v Tillotsons Newspapers Ltd and ors
Penrice v Stephenson Harwood & Tatham
Thompson v Hornsey Corporation
Saunders-Jacobs v Yates
Nielsen v Sensible Heat Distillation Ltd
Lavell & Co Ltd v A & E O'Leary
Les Tissus A.G.B. v Berliner
Re Arbitration Act 1889 The Owners of the Steamship "Anastassia" v Ugleexport Charkow
Noskeau v Hanison
Calders (Newcastle) Ltd v Molineux
Van Bien v H J Payne & Sons Ltd
Lindsey v Carter & Aynsley Ltd
Purvis v The Westwick Steamship Co Ltd
Same v Same
Lindsey v Carter & Aynsley Ltd
Dampskibsselskabet "Heimdal" v Russian Wood Agency Ltd

FROM THE KING'S BENCH DIVISION.

(Revenue Paper—Final List).

(For Judgment.)

Neumann v The Commissioners of Inland Revenue

(Interlocutory List.)

Elliman v First National Pathe Ltd (s.o. May 24 query settled)
H A M & G J Sawal v Mohamed (pt. hd. Not before Feb 1, 1933)

FROM THE ADMIRALTY DIVISION.
(Final List.)
(With Nautical Assessors.)

Kaituna. 1930—Folio 138 Owners of SS "Selje" v The Union Steamship Co of New Zealand (Kaituna)
Same v Same Cross-Appeal of Plaintiffs

(Interlocutory List.)

Baarn. 1932—Folio 30 The Owners of SS "Bio Bio" v Dutch Steamship "Baarn"
Same v Same Cross-Appeal of Defendants

RE THE WORKMEN'S COMPENSATION ACTS.
(From County Courts.)

McNicholas v West Leigh Colliery Co Ltd (pt hd)
Bowler and Mack v Turner
Codling v Ridley
Curtis v Rickett Cockerell & Co Ltd
Griffith v Williams
Zikking v Thomas Swift & Co Ltd
Donachie v Whitehaven Colliery Co Ltd
Kilbane v Same
McLarty v The Prince Line Ltd
Vale v Thomas Godwin & Sons
Court v R & H Green & Silley Weir Ltd
Hughes v The Penmaenmawr and Welsh Granite Co Ltd
Jones v Same
Williams v Same
Parry v Same
Brooks v West Leigh Colliery Co Ltd

HIGH COURT OF JUSTICE—CHANCERY DIVISION.

There are Three Lists of Chancery Causes and matters for hearing in Court. (I) Adjourned Summonses and Non-Witness actions; (II) Witness Actions Part I (*the trial of which cannot reasonably be expected to exceed* 10 *hours*) and (III) Witness Actions Part II; every proceeding being entered in these lists without distinction as to the Judge to whom the proceeding is assigned. During the Sittings there will usually be two Judges taking each of these lists and warning will be given of proceedings next to be heard before each Judge. Applications in regard to a "warned" matter should be made to the Judge before whom it is "warned."

Applications in regard to a proceeding which has not been "warned," should usually be made to the senior of the two Judges taking the list in which the proceeding stands.

Motions, Short Causes, Petitions and Further Considerations will be taken by that one of the Judges taking the Non-Witness List who belongs to the group to which the proceeding is assigned.

GROUP I:—Mr. Justice EVE, Mr. Justice MAUGHAM and Mr. Justice BENNETT.

GROUP II:—Mr. Justice CLAUSON, Mr. Justice LUXMOORE and Mr. Justice FARWELL.

HILARY SITTINGS, 1933.

The Adjourned Summons and Non-Witness List will be taken by Mr. Justice LUXMOORE and Mr. Justice BENNETT.

The Witness List Part I will be taken by Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

The Witness List Part II will be taken by Mr. Justice EVE and Mr. Justice FARWELL.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group I will be heard by Mr. Justice BENNETT.

Motions, Short Causes, Petitions and Further Considerations in matters assigned to Judges in Group II will be heard by Mr. Justice LUXMOORE.

Companies (Winding up), Liverpool & Manchester District Registries and Bankruptcy Business will be taken as announced in the Hilary Sittings Paper.

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. Part II.

Before Mr. Justice EVE.
For Judgment.

Re An Arbitration between Abraham Weinkoff and Jacob Weinkoff Re The Arbitration Act, 1889

For Hearing.
Retained Matters.

Street Urban District Council v Wall (s.o. to Jan 11, 1933)
Re Courage's Settlement Courage v Williams (pt hd—s.o. to June 19, 1933)
Re Dryden Mundy v Marcon
Re Same Same v Same
House v Eynsham Oxford Witney and District Greyhound Track Ltd (fixed for Jan 23, 1933)
Re Associated Greyhound Race-courses Ltd Re Companies Act, 1929 (restored)

Before Mr. Justice FARWELL.
Retained Matters.
Witness List. Part I.

Macey v Muskett (pt hd—s.o. to Jan 11, 1933)
Aronson v The London and Northern Trading Co Ltd

Adjourned Summonses.

Re Boyer Neathercoat v Lawrence (pt hd)
Re Linnecor Peakman v Linnecor (restored)

Mr. Justice EVE and Mr. Justice FARWELL.

Witness List. Part II.

Wright v Leyburn Rural District Council
Cornish Kaolin Ltd v Varcoes China Clays Ltd (not before Easter)
Bell v Harvey
Marconi's Wireless Telegraph Co Ltd v J B Cramer & Co Ltd
O'Hanlon v Burnett
The London Housing Society Ltd v Steedman
Re Richardson Richardson v Nicholson (not before Jan 19, 1933)
Marconi's Wireless Telegraph Co Ltd v Philco Radio and Television Corporation of Great Britain Ltd
Re Galinski Cohen v Galinsky (not before Jan 16, 1933)
The British Association of Glass Bottle Manufacturers Ltd v The British Hartford Fairmont Syndicate Ltd
Back v Back and Manson
Lowther v Holdsworth (not before Jan 24 1933)
F Thornton & Co Ltd v Cross
Dell'Elmo v British Sound Films Productions Ltd (restored—s.o. for depositions)
Roden v Medley Hartmann & Co Ltd
Re The Marina Theatre Ltd Re The Companies Act, 1929
Edwards v Littleton Collieries Ltd
Re Petition of Right of Liverpool Corporation
Paine v Reigate Corporation
Clark's Trustee v Clark
Wilson v Henry W Gibbs Ltd
Amplion (1932) Ltd v Warners Radio Ltd
Beattie v Prestwich
Campbell v G Hopkins & Sons (Clerkenwell) Ltd
Ford v France
John Blundell Ltd v C Jamieson & Sons Ltd (not before Feb 27, 1933)
Nottridge v Tudor-Hart
The Merchant Trading Co Ltd v Venesta Ltd
Maule v Chown
Carrier v Carrier
Eastern Counties Omnibus Co Ltd v High
Jones v Jones
Whittle v Murphy
Boynton & Co Ltd v Vince's Dry Batteries Ltd
Re Trade Mark No 483,787 of Boynton & Co Ltd Re The Trade Marks Acts, 1905–1919
Schintz's Trustee v Hay
Randall v Young
The Performing Right Society Ltd v Dove
The British Medical Association v The Civil Service Supply Association Ltd
Agile (London) Ltd v Peters
Parnes v Landau
Prudential Assurance Co Ltd v The Adelaide Electric Supply Co Ltd
Re Eternit Pietra Artificiale (London) Ltd Re The Companies Act, 1929
Maldon Corporation v Lauric
Snell v Watts

Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

Witness List. Part I.

Actions, the trial of which cannot reasonably be expected to exceed 10 *hours.*

Before Mr. Justice CLAUSON.
For Judgment.
Witness List. Part II.

British Celanese Ltd v Courtaulds Ltd

For Hearing.
Retained Adjourned Summonses.

Re Hanbury Comisky v Hanbury (fixed for Jan 11, 1933)
Re Same Same v Same (fixed for Jan 11, 1933)
Re Same Same v Same (fixed for Jan 11, 1933)
Re de Nicols de Nicols v Curlier (fixed for Jan 11, 1933)

Before Mr. Justice MAUGHAM.
Retained Adjourned Summonses.

Re Hall Lewis & Co Ltd Second Mercantile Trust v The Company (restored) (fixed for Jan 11, 1933)
Re Walters' Deed of Guarantee Walters "Palm" Toffee Ltd v Walters

Companies Court.
Petitions.

Alliance Bank of Simla Ltd (to wind up—ordered on Dec 21, 1931 to s.o. generally—liberty to restore)
Dwa Plantations Ltd (same—s.o. from June 20, 1932 to March 6, 1933)
Britivox Ltd (same—ordered on Nov 16, 1931 to s.o. until action disposed of—liberty to restore)
Herbert Nicholls Ltd (same—s.o. from June 27, 1932 to April 30, 1934)
Edison Bell Ltd (same—s.o. from Nov 7, 1932 to Jan 16, 1933)
United Women's Homes Association Ltd (same—s.o. from Dec 5, 1932 to Jan 11, 1933—retained by Mr. Justice Bennett)
Olympia (Blackburn) Ltd (same—s.o. from Dec 19, 1932 to Jan 16, 1933)
International Trust Co Ltd (same—s.o. from Dec 12, 1932 to Jan 16, 1933)
C Scaglioli Ltd (same—s.o. from Dec 20, 1932 to Jan 16, 1933)
Russian Bank for Foreign Trade (same—s.o. from Dec 20, 1932 to Jan 16, 1933)
James Mosley (1929) Ltd (same—s.o. from Dec 19, 1932 to Jan 16, 1933)
Scarab Co Ltd (same—s.o. from Dec 19, 1932 to Jan 16, 1933)
Brushes Ltd (same—s.o. from Dec 19, 1932 to Jan 23, 1933)
E Jones & Sons Ltd (same—s.o. from Dec 19, 1932 to Jan 16, 1933)
Ludgate Investment Corpn Ltd (to wind up)
Victor & Co (Piccadilly) Ltd (same)
Theldor Ltd (same)
Loire Silks Ltd (same)
Recenia R Shaerf Ltd (same)
Terrytone Radio Products Co Ltd (same)
Max Meyer Ltd (same)
A Gordon & Co Ltd (same)
Wisemans (Outfitters) Ltd (same)
D W Mitchell & Co Ltd (same)
Associated Automatic Machine Corpn Ltd (same)
Radia Electric Co (Gloucester) Ltd (same)
Crystal Modes Ltd (same)
Mott & Knight Ltd (same)
Bueno Cabinet Co Ltd (same)
White Denton & Co Ltd (same)
Walter Potts & Co Ltd (same)
A Tann & Co Ltd (same)
Selectasine (Silk Screens) Ltd (same)
John Nerden Ltd (same)
Metropolitan Builders' Supply Co Ltd (same)
Mason & Henry Ltd (same)

Paul Ruinart (England) Ltd (to confirm reduction of capital)
British Woollen Cloth Manufacturing Co Ltd (to confirm reduction of capital—ordered on Dec 8, 1930 to s.o. generally—liberty to restore)
Ferguson Shiers & Co (Failsworth) Ltd (to confirm reduction of capital)
West Central Engineering and Supply Co Ltd (to confirm reduction of capital)
Pallister Luck & Co Ltd (to confirm reduction of capital)
British Cellofoils Ltd (to confirm reduction of capital)
Dental Manufacturing Co Ltd (to confirm reduction of capital)
Pearce & Sons Ltd (to confirm reduction of capital)
Savages Ltd (to confirm reduction of capital)
Redhill Tile Co Ltd (to confirm reduction of capital)
Associated Component Manufacturers Ltd (to confirm reduction of capital)
Victoria Malt Vinegar Brewery Co Ltd (to confirm reduction of capital)
H J Tuson & Sons Ltd (to confirm reduction of capital)
Cam & Motor Gold Mining Co (1919) Ltd (to confirm reduction of capital—ordered on Dec 19, 1932 to s.o. generally)
Metal Traders Ltd (to confirm reduction of capital)
Colchester New Corn Exchange and Cups Hotel Co Ltd (to confirm reduction of capital)
Finsbury Central Club Co Ltd (to confirm reduction of capital)
Sandars & Co Ltd (to confirm reduction of capital)
J R Phillips & Co Ltd (to confirm reduction of capital)
John Horn (Stockport) Ltd (to confirm reduction of capital)
Thomas Robinson Sons & Co Ltd (to confirm reduction of capital)
J Gipson Clarke & Co Ltd (to confirm reduction of capital)
Warren Cement Works Ltd (to confirm reduction of capital)
Kench & Son Ltd (to confirm reduction of capital)
Southwark Manufacturing Co Ltd (to confirm reduction of capital)
British Movietonews Ltd (to confirm reduction of capital)
H Young & Co Ltd (to confirm reduction of capital)
Technical Research Works Ltd (to confirm reduction of capital)
Municipal & General Securities Co Ltd (to confirm reduction of capital)
Weymann's Motor Bodies (1925) Ltd (to confirm reduction of capital)
G Stephenson & Co Ltd (to confirm reduction of capital)
Rowland Ward Ltd (to confirm reduction of capital)
Moscow Narodny Bank Ltd (to confirm alteration of objects)
United Women's Homes Association Ltd (to sanction scheme of arrangement—s.o. from Dec 5, 1932 to Jan 11, 1933 retained by Mr. Justice Bennett)
Olympia (Blackburn) Ltd (to sanction scheme of arrangement—s.o. from Dec 19, 1932 to Jan 16, 1933)
Charles Horner Ltd (to sanction scheme of arrangement and confirm reduction of capital)

Adjourned Summonses.

City Equitable Fire Insce Co Ltd (appln of Liverpool and London and Globe Insce Co Ltd ordered on April 8, 1930 to s.o. generally—liberty to restore—retained by Mr. Justice Maugham)
Orchorsol Sound Reproduction Ltd (appln of T Froude—with witnesses—ordered on Nov 11, 1932 to s.o. generally)
British Standard Cement Co Ltd (appln of Liquidator)
Longford Gravel Co Ltd (appln of Liquidator—with witnesses—ordered on Nov 16, 1932 to s.o. generally)
Marina Theatre Ltd (appln of F H Cooper—with witnesses)
Dominion Gramophone Records (Foreign and Colonial) Ltd (appln of Liquidator—with witnesses—ordered on Dec 1, 1932 to s.o. generally)
W Smith (Antiques) Ltd (appln of Liquidator—with witnesses—ordered on Dec 8, 1932 to s.o. generally)
M.I.G. Trust Ltd (appln of Wallers Bradford Brewery Ltd—with witnesses)
British Cottonseed Products Ltd (appln of A G Murdoch—ordered on Dec 13, 1932 to s.o. generally)
Rhodesia Border Mining Corpn Ltd (appln of Pretoria Mining Estates Co Ltd—with witnesses)
Vulcan Copper Mines Ltd (appln of Permanent Investments Ltd—with witnesses)
Mont Blanc Ltd (appln of Liquidator of G B & I Securities Corpn Ltd)
John Kleen Ltd (appln of Liquidator—with witnesses)
Preston Mills Ltd (appln of E Blue—with witnesses)
Heppells Ltd (Martins Bank Ltd v Heppells Ltd and anr) (appln of Sir H Fildes)
National Benefit Assurance Co Ltd (appln of H L Sthyr—with witnesses)
Metafilters (1929) Ltd (Adelphi Trust Ltd v Metafilters (1929) Ltd)

Motions.

Trent Mining Co Ltd (ordered on July 31, 1931 to s.o. generally—liberty to restore—retained by Mr Justice Maugham)
Braceborough Spa Ltd (ordered on Mar 21, 1932 to s.o. until after judgment of Mr. Justice Luxmoore in action)
Intermedium Ltd (s.o. from Dec 20 1932 to Jan 16, 1933)

Mr. Justice CLAUSON and Mr. Justice MAUGHAM.

CHANCERY DIVISION.

Witness List Part I.

Chosidow v The Henry Trust Ltd
Attorney-General v Keith & Boyle (London) Ltd
Whitnall v Barclay
Joseph v Rose
Burnham-on-Sea Urban District Council v Channing
John Quality Ltd v Quality Stores Ltd (restored)
Portman Bldg Socy v Thornhill
Dovey v Halford (restored)
Balden v Shorter
Banque Monod v Madlener (not before Feb 1, 1933)
Same v Same (not before Feb 1 1933)
The Savoy Hotel Ltd v Whitworth (not before June 30, 1933)
London Life Association Ltd v Lawther
Beens v Furnisheo London Ltd
Boultwood v Silverman
The Marconi International Marine Communication Co Ltd v Woods
Barnes v Barnes (restored)
Broadbent v Broadbent (restored)
Bumby v Bumby
Re Adams Adams v Stone
Lloyds Bank Ltd v Bradbury
Harris v Pearson
Ellis v Ellis
Re Rylance Re Married Women's Property Act, 1882
Jackson v Kellett
Re The Married Women's Property Acts 1882-1907 Payne v Payne
Asscher v Lights Investments Ltd
Martin v Martin
Carter v Adler
Re Patrick & Lyon Ltd Re The Companies Act, 1929
Corradini v Summit Estates Ltd

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Before Mr. Justice LUXMOORE.

Retained Action.

Witness List. Part II.

Sparling v Sparling (pt hd) s.o. to Jan 11th, 1933)

Assigned Adjourned Summonses and Petitions.

Re Van Iterson and Kuyper's Letters Patent Re Patents and Designs Acts 1907-1928
Re A E Meyer's Patent No. 114833 Re Patents and Designs Acts 1907-1919 (not before Feb 1st 1933)
Re Waygood-Otis Ltd Letters Patent Nos. 107356 and 112749 Re The Patents and Designs Acts 1907-1928 (fixed for Jan 18th 1933)
Re Jones' Letters Patent No. 127315 Re The Patents and Designs Acts 1907-1928

Further Consideration.

Re Grieve Nowell v Foley

Before Mr. Justice BENNETT.

Retained Actions.

Witness List. Part I.

Jackson v Jackson (pt hd)
Anderson v Niedermayer (pt hd)
Feldman v H M & S Ltd (pt hd) (s.o. to Jan. 12th, 1933)

Short Cause.

Simpson v Bell

Further Consideration.

Re Carpenter Carpenter v Gilchrist

Mr. Justice LUXMOORE and Mr. Justice BENNETT.

Adjourned Summonses and Non-Witness List.

Adjourned Summonses.

Re Milliken Wilkinson v The Royal Society for the Protection of Birds
Re Isaacs Isaacs v Isaacs
Re Robins Richmond v Herbert
Re Jones Pragnell v Jones
Murex Welding Processes Ltd v Weldrics (1922) Ltd
Re Hunter Stirling v Hunter
Re Gray Dart v Gray
Re The Ford War Service Trust Fund Rowntree v Attorney-General
Re Cannon Public Trustee v Kell
Re Mitchell's Settlement Public Trustee v Mitchell
Re Ogden Ogden v Townend (restored)
Re Summerfield Kempson v McConnell
Re Dewar Dewar v Dewar
Re Price Purdie v Price
Burgess v Rawle
Same v Same
Re Donington Campbell v Norfolk
Re Stevens Stevens v Stevens
Re Watson Woodhead v Woodhead
Re Neep Warner v Wallis
Re Alderson Lloyds Bank Ltd v Alderson
Re Lewis Davies v Lewis
Re Warmington Adlington v Chellew
Re Bigg Cherrington v Cherrington
Peruvian Sugar Estates Co Ltd v Anglo South American Bank Ltd
Down v Woolcock
Re Crosse Crosse v Crosse
Re Bentley Motors Ltd The London Life Association v The Company
Re Benedetti Benedetti v Beneditti
Re Cann Verdon v Sutton
Re Rudd Rudd v Dalley
Re Mason Mason v Mason
Re The Awlescombe Saving Society Attorney-General v Morris-Davies
Re Britton Emanuel v Young
Re Wakefield Saltwell v Street
Re Grimshaw Public Trustee v Blakey
Re The Britannic, Trane and Lower Gilfach Collieries Trust Fund Bonner v Edwards
Re Jarman Cantrell v Chapman
Re Warburg Barnett v Lambkin
Re Burton's Settlement Morris v Burton
Re Bateman's Settlement Eddowes v Bateman
Re Penrose Penrose v Penrose
Re Mutton Mutton v Mutton
Boardman v Grand Trunk Railway Company of Canada
Re Butler Bradshaw v Churchill
Re Bairstow National Provincial Bank Ltd v Bateman
Re Kerswell Graham v Rowland
Re Rita Rita v Rita
Re Jackson Curry v Wilcox
Re Hedderwick Morten v Brinsley

KING'S BENCH DIVISION.

CROWN PAPER.—For Argument.

The King v E J Wythes, Esq and ors (expte Churchill and anr)
Mayor &c Gillingham v Mayor &c Rochester
Rush v Southall-Norwood U D C
R C Hammett Ltd v L C C
Hall & Co Ltd v Assessment Committee for the South-Eastern Assessment Area of Surrey
A B Hemmings Ltd v Kirk

Denwood v Mayor &c of Whitehaven
Rollinson v Adams
Milner v Allen
Gooding v Benfleet U D C
Brownswood v Hughes
Williams v Russell
The King v Traffic Commrs for Yorkshire Traffic Area (Expte Galley)
Mayor &c of Hove v Davis
The King v Minister of Transport (expte Grey Coaches Ltd)
Stoneware (1928) Ltd. v Clay Industries (Salt Glazed) Ltd
Lindsay v Parkinson
Williams v Watkins
Trout v Masson
Warwick v Beacham
The King v Minister of Transport (expte MacShanes Motors Ltd)
The King v Minister of Transport (expte MacShanes Motors Ltd)
Cleobury Mortimer R D C v Childe
Whittington v Ilott
McVernon and anr v Ostle
Egan v Culshaw
The King v Minister of Agriculture and Fisheries (expte Port of London Authority)
Same v Same (Same)
Evans v Glasspool
Miller v Pill
Owens v T H Jones
Same v W T Jones
Same v Same
Atterton v Wilcocks Stores Ltd
Pill v Furse
Same v Same
Same v J Mutton & Son
Same v Same
Cypher and anr v Goode
Westminster Coaching Services Ltd and anr v Piddlesden
The Hackney Wick Stadium Ltd and anr v Same

CIVIL PAPER.—For Hearing.

Clinker v Nicholls (Southwark County Court)
Compstall U D C v Green & Anr (Hyde County Court)
Devereux v Carey (Mayor's and City of London Court)
Grundy v Hewson (Louth County Court)
Simpson v Charrington & Co Ltd (Lambeth County Court)
Salisbury & anr v Roberts (Llandudno County Court)
Karflex Ltd v Poole (Mayor's and City of London Court)
Ornstein & Masoff Ltd v Cotterill (Marylebone County Court)
Staff v de Caux & anr (Willesden County Court)
Schalet v Joseph Nadler Ltd & anr Joseph Nadler Ltd v Schalet (Westminster County Court)
Capel v Sir Robert McAlpine & Sons (London) Ltd (Westminster County Court)
Salussolia v Radstone (Westminster County Court)
Chas. E Bull Ltd v Skelton & anr (Wandsworth County Court)
Maclea v Essex Line Ltd (Mayor's and City of London Court)
Capon v Johnstone (Lambeth County Court)
Geo. Robson & Co v Allen (Sheffield County Court)
Frayne v Worsley (Birkenhead County Court)
Stevenson's (Tunbridge Wells) Ltd Pltffs and execution Creditors v Tyler (Marshall, Clmt)
Black v Central London (Road Transport) Station Ltd (Clerkenwell County Court)
Drake v Pearlman (Shoreditch County Court)
Waller v James (Wandsworth County Court)
Trustees of the Housing Assoc for Officers' Families Regd v Maxwell-Heron (Marylebone County Court)
Wood v Kenworthy (Canterbury County Court)
Knott v London County Council (Southwark County Court)
British Clarion Co Ltd v Philip Turner Ltd (Westminster County Court)
Morgan v Barwick and ors (Rochester County Court)
Gindice v Mayor &c of Guildford (Guildford County Court)
Hall v Lassen (Bradford County Court)
Rosenfeld v Levine (Whitechapel County Court)
Thorndale & Wife v West & anr (Kingston County Court)
Reidy & ors v Walker & ors (West Brompton County Court)
Hall v Cripps & ors (Westminster County Court)
Dyke v Dyke (Westminster County Court)
Morris v Austin Veneer & Panel Co Ltd (Shoreditch County Court)
Prior v Fry (Clerkenwell County Court)
Hartnett v Corvan (Brentford County Court)
Seal v West Yorkshire Road Car Co Ltd & anr (Leeds County Court)
Tidy and Wife v Battman (Chichester County Court)
Cecil Kay Ltd v Ravenscroft Motors Ltd (Birmingham County Court)
Dwyer & Co Ltd v Roberts (Cardiff County Court)
Croft Granite Brick & Concrete Co Ltd v George Wimpey & Co Ltd
Angell v Long (Cambridge County Court)
Phillips v Edwards
Same (consolidated) v Homan
Quinlan v Avis (Kingston County Court)
Gaumont Co Ltd v Morris (Westminster County Court)
Berkhamsted & District Co-op Soc v Cox (Road Transport & General Insce Co Ltd, 3rd Parties) (St. Albans County Court)
Cohen v Gasking (Birkenhead County Court)
Dent Allcroft & Co Ltd Judgt Cdtr v Ross & Sons (Brighton) Ltd Judgt Dbtr (Cobley, Garnishee)
Same v Same First Mortgagee (Hickins)
Webster v Garritt (Brentford County Court)
Johnson v Earley (Lambeth County Court)
Coke v Coke
Morgan v Barwick & ors (Rochester County Court)
Ody v Ody (Swindon County Court)
Wheeler v Anselmi & Wife (Lambeth County Court)
Hiller v United Dairies Ltd (Edmonton County Court)
Napier & anr v E D Winn & Co Ltd & ors ((Mayor's & City of London Court)
Barton & anr v Blackburn & anr
Stark & anr v Little (Sunderland County Court)
Carlton v Knight (Marylebone County Court)
Humphreys v H & J Raitz and anr (Croydon County Court)
Williams v Hollingsworth & anr
Charles Waterhouse & Co v Eagle Star & Brit Dominions Insce Co Ltd
Rose v Barber (Huntington County Court)
Stacey v Gregory (Launceston County Court)
Smith v Bullock
Evans v Bason (Bishops Castle County Court)
Dave Pettigrew & Co v Mayor &c of Bournemouth
Frenkel and anr v Matthews and ors
Willetts v Gray (County Court)
J Roberts Ltd v Garrett (Westminster County Court)
Verdier v O'Regan (Kingston County Court)
Tomson v Simpson and anr (Cardiff County Court)
Lister v Buckingham (Margate County Court)
Padget and Wife v Trewhitt (Thirsk County Court)
Orford v Lyddon (Brighton County Court)
Morgan v Minton (Abertillery County Court)
Property Publications Ltd v Powell (Croydon County Court)
Evans v Corona Engineering and Motor Co Ltd and ors (Mayor's and City of London Court)
Fuller v Mayor etc of Brighton and ors
Church and anr v Ward and anr (West London County Court)
Pickles and anr v Booth (Leeds County Court)
Hyne v Yorkshire Conservative Newspapers Ltd (Leeds County Court)
Bowson & Son v Carter (Blackburn County Court)
Peat v Evans, Wright and Davy (Westminster County Court)
H Packman & Sons Ltd v Raber and anr (Kingston County Court)
E W Perry & Daw v Finncane (Mayor's and City of London Court)
Forrest v Nicholas (Bloomsbury County Court)
Liddiard v Waloran (Swindon County Court)
Bush v L C C (Lambeth County Court)
Roberts v Roberts and ors
Cannell v Hibberts Ltd and anr (West London County Court)
Tyler v Porter (Bow County Court)
Jones v Davies (Builth Wells County Court)
Pullen v Fraser (Colchester County Court)
Thomas v Emlyn Anthracite Colliery Ltd (Ammanford County Court)
Trent Valley and High Peak Electricity Co Ltd v Pack (Buxton County Court)
Medlicott v Emery
Cavalier and Wife v Sayers (Watford County Court)
Mutimer v Grant (Wandsworth County Court)
Fletcher Fletcher & Co Ltd v Niven (Marylebone County Court)
Deloford v Kines Bros Ltd (Croydon County Court)
Palmer v Tresise (Croydon County Court)
Harrison v Courtici (Guildford County Court)
Elliott v Ledgard (Leeds County Court)
Lee v Stamp (Birmingham County Court)
Williams and ors v Nevills Dock & Rly Co Ltd (Llanelly County Court)
Gray v Harden Brothers & Lindsay Ltd (Mayor's and City of London Court)
Darling v Shack (Shack and anr, Clmts)
Dambergi v Ford (Willesden County Court)
Lelliott v Crossfield (Worthing County Court)
Whittaker v Dobsons Garage Ltd (Windsor County Court)
Frost v Nash (Canterbury County Court)
Reeves v Reeves (Marylebone County Court)
Phillips v Copping
Fellingham v Pocklington (Bloomsbury County Court)
Clark v Mead (Dartford County Court)
Boucham and anr v Warwickshire County Council (Coventry County Court)

SPECIAL PAPER.

Prive v Branfill (pt hd Avory, J.)
The Burnett SS Co Ltd v Joint Danube & Black Sea Shipping Agencies (Commercial Jan 13)
Woodfield Steam Shipping Co Ltd v Bunge y Born Ltda S.A. Commercial Financiera &c (Commercial Jan 11)
Leech v Henry Streeter Ltd
Chellew Navigation Co Ltd v A R Appelquist Kolimport A G (Commercial Feb 20)
Edie & Co v Leek Urban District Council
Central Softwood Buying Corpn v White Sea Timber Trust

APPEAL UNDER THE NATIONAL HEALTH INSURANCE ACT, 1924.

In the matter of an Appeal by Alfred E Dodds re McManus

APPEALS AND ISSUES UNDER THE UNEMPLOYMENT INSURANCE ACT, 1920–1932.

In the matter of an appeal by W H Cowburn & Cowpar Ltd re Vernon Clarke
Same re Elizabeth Clarke
Same re Francis Clarke
Same re Harry Noel Clarke
Same re William Henry Bailey
Same re Alfred Bailey
In the matter of an appeal by Christabel F E Bevan re F B Dean

MOTIONS FOR JUDGMENT.

Baxter v Sutton and ors
Hemsworth Rural District Council v Palmer (New Procedure List)

REVENUE PAPER—Cases Stated.

T Haythornthwaite & Sons Ltd and T Kelly (HM Inspector of Taxes)
G W Selby Lowndes and The Commrs of Inland Revenue
The Trustees of the Agnes Johnstone Trust Settlement and F J Chamberlain (HM Inspector of Taxes)
Major M J C S Johnstone and F R Chamberlain (HM Inspector of Taxes)
H Trenchard as Liquidator of The National United Laundries (Greater London) Ltd and H P Bennet (HM Inspector of Taxes)
Windsor Playhouse Ltd and H A Heyhoe (HM Inspector of Taxes)
The Bonar Law Memorial Trust and The Commrs of Inland Revenue
Executrices of Philip Weisberg, dec and Commrs of Inland Revenue
Lindus & Hortin and Commrs of Inland Revenue
E R Lewis and Commrs of Inland Revenue
Rose Smith & Co Ltd and Commrs of Inland Revenue
Commrs of Inland Revenue and Cadbury Brothers Ltd
J Sinclair (HM Inspector of Taxes) and Cadbury Brothers Ltd Cadbury Brothers Ltd and J Sinclair (HM Inspector of Taxes)
Cadbury Brothers Ltd and J Sinclair (HM Inspector of Taxes) J Sinclair (HM Inspector of Taxes and Cadbury Brothers Ltd)
R G Henry (HM Inspector of Taxes) and W W Galloway
F R Chamberlain (HM Inspector of Taxes) and D H Thomas
H J Overy (HM Inspector of Taxes) and Ashford Dunn & Co Ltd
George Anthony Olley and Harold George Casvellan Brown (HM Inspector of Taxes)
Tennant's Estates Ltd (in liquidation) and Commrs of Inland Revenue
Herbert Alfred Heyhoe and The Slough Theatre Co Ltd
Compagnie Air Union and R B Wilson (HM Inspector of Taxes)
Barry Baruch Cohen and Harold Mead Moore and Commrs of Inland Revenue
Maurice Kliman (HM Inspector of Taxes) and Theodore Ambrose Edward Winckworth
Rev F V Reade and R H Brierley (HM Inspector of Taxes)
The Trustees of the Will of H K Brodie dec and Commrs of Inland Revenue
John Francis Flanagan (HM Inspector of Taxes) and E Baron & Son
Robert Bernard Solomon and Commrs of Inland Revenue Commrs of Inland Revenue and Robert Bernard Solomon
Commrs of Inland Revenue and Robert Bernard Solomon Robert Bernard Solomon and Commrs of Inland Revenue
A G Elliott (HM Inspector of Taxes) and J H and F H Burn
E W C Corry and C J Robinson (HM Inspector of Taxes) C J Robinson (HM Inspector of Taxes) and E W C Corry
The Assam Railways and Trading Co Ltd and Commrs of Inland Revenue
A G Shingler (HM Inspector of Taxes) and P Williams & Sons
Lieut.-Commander C E Lambe RN and Commrs of Inland Revenue

ENGLISH INFORMATIONS.

Attorney-General and National Provincial Bank Ltd
Attorney-General and Lloyds Bank Ltd
Attorney-General and C E de Trafford and F B Stapleton-Bretherton

DEATH DUTIES—SHOWING CAUSE.

In the Matter of John William Atkinson, dec
In the Matter of George Eli North, dec
In the Matter of Annie Sharpe, dec
In the Matter of George Bone, dec

Circuits of the Judges.

NOTICE.—Civil and Criminal Business must be ready to be taken on the first working day, unless another date is given for Civil Business. In such case Civil Business will not be taken before the date given.

The following Judges will remain in Town: The Lord Chief Justice, Avory, J., Swift, J., Charles, J., and du Parcq, J.

WINTER ASSIZES, 1933.	S. EASTERN.	NORTH WALES.	SOUTH WALES.	WESTERN.
Commission Days.	*McCardie, J.* (2) *Acton, J.* (1)		*Goddard, J.*	*Roche, J.* (1) *Branson, J.* (2)
W'dn'sd'y Jan. 11	HUNTINGDON	.. ..	.. ..	.. ..
Saturday ,, 14	CAMBRIDGE	.. ..	.. ..	DEVIZES ..
Monday ,, 16	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 17	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 18	.. ..	WELSHPOOL	HAVERF'DW'ST	.. ..
Thursday ,, 19	.. ..	.. ..	.. ..	DORCHESTER
Friday ,, 20	IPSWICH ..	.. ..	.. ..	.. ..
Saturday ,, 21	.. ..	DOLGELLY	LAMPETER	.. ..
Monday ,, 23	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 24	.. ..	CARNARVON	.. ..	TAUNTON ..
Wednesday ,, 25	.. ..	.. ..	CARMARTHEN	.. ..
Thursday ,, 26	NORWICH ..	.. ..	.. ..	.. ..
Saturday ,, 28	.. ..	BEAUMARIS	.. ..	.. ..
Monday ,, 30	.. ..	.. ..	.. ..	BODMIN ..
Tuesday ,, 31	.. ..	RUTHIN ..	.. ..	.. ..
W'dn'sd'y Feb. 1	.. ..	.. ..	BRECON ..	.. ..
Thursday ,, 2	CHELMSFORD	.. ..	.. ..	.. ..
Saturday ,, 4	.. ..	MOLD ..	.. ..	EXETER (2)
Monday ,, 6	.. ..	.. ..	PRESTEIGN	.. ..
Wednesday ,, 8	.. ..	CHESTER ..	.. ..	.. ..
Thursday ,, 9	.. ..	.. ..	.. ..	.. ..
Monday ,, 13	.. ..	.. ..	.. ..	BRISTOL (2)
Wednesday ,, 15	.. ..	CAR	DIFF (2)	.. ..
Friday ,, 17	.. ..	.. ..	.. ..	.. ..
Monday ,, 20	HERTFORD	.. ..	.. ..	.. ..
Tuesday ,, 21	.. ..	.. ..	.. ..	WINCHESTER .. (2)
Saturday ,, 25	MAIDSTONE	.. ..	.. ..	
Monday ,, 27	.. ..	.. ..	.. ..	.. ..
Wednesday Mar. 1	.. ..	.. ..	.. ..	.. ..
Monday ,, 6	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 7	KINGSTON	.. ..	.. ..	.. ..
Monday ,, 13	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 14	LEWES ..	.. ..	.. ..	.. ..

WINTER ASSIZES, 1933.	NORTHERN.	OXFORD.	MIDLAND.	N. EASTERN.
Commission Days.	*Lawrence, J.* (1) *Hawke, J.* (2)	*Talbot, J.* (2) *Humphreys, J.* (1)	*Horridge, J.* (2) *Macnaghten, J.* (1)	*MacKinnon, J. Finlay, J.*
Wedn'sd'y Jan. 11	.. ..	READING ..	.. ..	.. ..
Saturday ,, 14	.. ..	.. ..	AYLESBURY	.. ..
Monday ,, 16	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 17	.. ..	OXFORD ..	.. ..	.. ..
Wednesday ,, 18	APPLEBY ..	.. ..	.. ..	.. ..
Thursday ,, 19	.. ..	.. ..	.. ..	.. ..
Friday ,, 20	CARLISLE ..	WORCESTER	BEDFORD ..	.. ..
Saturday ,, 21	.. ..	.. ..	.. ..	.. ..
Monday ,, 23	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 24	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 25	LANCASTER	GLOUCESTER	.. ..	.. ..
Thursday ,, 26	.. ..	.. ..	NORTHAMPTON	.. ..
Saturday ,, 28	.. ..	.. ..	.. ..	.. ..
Monday ,, 30	LIVERPOOL (2)	.. ..	.. ..	.. ..
Tuesday ,, 31	.. ..	MONMOUTH	.. ..	.. ..
Wednesday Feb. 1	.. ..	.. ..	LEICESTER	.. ..
Thursday ,, 2	.. ..	.. ..	.. ..	.. ..
Saturday ,, 4	.. ..	.. ..	.. ..	.. ..
Monday ,, 6	.. ..	HEREFORD	.. ..	.. ..
Wednesday ,, 8	.. ..	.. ..	OAKHAM ..	.. ..
Thursday ,, 9	.. ..	SHREWSBURY	LINCOLN ..	.. ..
Monday ,, 13	.. ..	.. ..	.. ..	.. ..
Wednesday ,, 15	.. ..	STAFFORD (2)	.. ..	NEWCASTLE
Friday ,, 17	.. ..	.. ..	NOTTINGHAM	.. (2)
Monday ,, 20	.. ..	.. ..	.. ..	.. ..
Tuesday ,, 21	.. ..	.. ..	.. ..	.. ..
Saturday ,, 25	.. ..	.. ..	DERBY ..	.. ..
Monday ,, 27	.. ..	.. ..	.. ..	DURHAM (2)
Wednesday Mar. 1	.. ..	.. ..	.. ..	.. ..
Monday ,, 6	MANCHESTER	.. ..	.. ..	.. ..
Tuesday ,, 7	(2)	.. ..	WARWICK ..	YORK (2) ..
Monday ,, 13	.. ..	.. ..	.. ..	LEEDS (2)
Tuesday ,, 14	.. ..	.. BIRMING	HAM (2) ..	.. ..

ALLIANCE ASSURANCE COMPANY, LIMITED.

The net new life business completed by the Alliance Assurance Company, Limited, during the year 1932 amounted to £3,352,757—an increase of some £130,000 over the total for 1931, and a fresh record for the Company.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 26th January, 1933.

	Div. Months.	Middle Price 11 Jan. 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
English Government Securities				
Consols 4% 1957 or after	FA	106½	3 15 1	3 11 9
Consols 2½%	JAJO	73	3 8 6	—
War Loan 3½% 1952 or after ..	JD	98¾	3 10 10	—
Funding 4% Loan 1960-90	MN	109	3 13 5	3 9 7
Victory 4% Loan (Available for Estate Duty at par) Av. life 31 years	MS	108	3 14 1	3 11 4
Conversion 5% Loan 1944-64 ..	MN	115½	4 6 7	3 5 11
Conversion 4½% Loan 1940-44 ..	JJ	109	4 2 7	3 2 9
Conversion 3½% Loan 1961 or after ..	AO	99	3 10 8	—
Local Loans 3% Stock 1912 or after ..	JAJO	86	3 9 9	—
Bank Stock	AO	322½	3 14 5	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	76	3 12 4	—
India 4½% 1950-55	MN	107	4 4 1	3 18 6
India 3½% 1931 or after	JAJO	87	4 0 6	—
India 3% 1948 or after	JAJO	75	4 0 0	—
Sudan 4½% 1939-73	FA	107xd	4 4 1	3 3 11
Sudan 4% 1974 Red. in part after 1950	MN	108	3 14 1	3 8 0
Transvaal Government 3% Guaranteed 1923-53 Average life 13 years	MN	100	3 0 0	3 0 0
Colonial Securities				
*Australia (Commonw'th) 5% 1945-75	JJ	105	4 15 3	4 9 1
*Canada 3½% 1930-50	JJ	99	3 10 8	3 11 7
Cape of Good Hope 3½% 1929-49 ..	JJ	98	3 11 5	3 13 4
Natal 3% 1929-49	JJ	92	3 5 3	3 13 5
New South Wales 3½% 1930-50 ..	JJ	91	3 16 11	4 5 0
*New South Wales 5% 1945-65 ..	JD	104	4 16 2	4 11 9
New Zealand 4½% 1948-58	MS	108	4 3 4	3 15 10
*New Zealand 5% 1946	JJ	107	4 13 5	4 5 9
Nigeria 5% 1950-60	FA	111xd	4 10 1	4 1 9
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	108½	4 12 2	4 1 9
*South Australia 5% 1945-75 ..	JJ	104	4 16 2	4 11 1
Tasmania 3½% 1920-40	JJ	96	3 12 11	4 3 5
Victoria 3½% 1929-49	AO	92	3 16 1	4 3 4
*W. Australia 4% 1942-62	JJ	99	4 0 10	4 1 2
Corporation Stocks				
Birmingham 3% 1947 or after ..	JJ	84	3 11 5	—
Birmingham 4½% 1948-68	AO	111	4 1 1	3 11 9
*Cardiff 5% 1945-65	MS	110	4 10 11	4 0 0
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	112	4 9 3	3 17 6
Hull 3½% 1925-55	FA	96xd	3 12 11	3 15 3
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	98	3 11 5	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	72	3 9 5	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	85¼	3 10 2	—
Manchester 3% 1941 or after ..	FA	84½xd	3 11 0	—
Metropolitan Consd. 2½% 1920-49 ..	MJSD	90	2 15 7	3 5 7
Metropolitan Water Board 3% "A" 1963-2003	AO	88	3 8 2	3 9 1
Do. do. 3% "B" 1934-2003 ..	MS	89	3 7 5	3 8 3
*Middlesex C.C. 3½% 1927-47 ..	FA	100xd	3 10 0	3 10 0
Do. do. 4½% 1950-70	MN	112	4 0 4	3 11 7
Nottingham 3% Irredeemable ..	MN	84¼	3 11 0	—
*Stockton 5% 1946-66	JJ	109½xd	4 11 4	4 1 10
English Railway Prior Charges				
Gt. Western Rly. 4% Debenture ..	JJ	100½xd	3 19 7	—
Gt. Western Rly. 5% Rent Charge ..	FA	113xd	4 8 6	—
Gt. Western Rly. 5% Preference ..	MA	82½	6 1 3	—
‡L. & N.E. Rly. 4% Debenture ..	JJ	83½	4 15 10	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	69¼	5 15 1	—
London Electric 4% Debenture ..	JJ	99½	4 0 5	—
L. Mid. & Scot. Rly. 4% Debenture ..	JJ	91½	4 7 5	—
L. Mid. & Scot. Rly. 4% Guaranteed ..	MA	77½	5 3 3	—
Southern Rly. 4% Debenture ..	JJ	97½	4 2 1	—
Southern Rly. 5% Guaranteed ..	MA	104½	4 15 8	—
Southern Rly. 5% Preference ..	MA	78½	6 7 5	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Company's Ordinary Stocks for the past year.

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Particulars and conditions of sale may be obtained of the Public Trustee, Public Trustee Office, Kingsway, W.C.2, or of the Solicitor, John J. McIntyre, Esq., Bank-chambers, 329, High Holborn, W.C.1, and of the Auctioneer, 46, Cannon-street, E.C.4. Telephone City 2231.

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HALL.—The Kin of ELIZABETH (otherwise ELIZA) HALL, Spinster, late of 612, Streatham High-road, Wandsworth, Surrey, who died at Tooting on 4th July, 1932, are requested to APPLY to the TREASURY SOLICITOR (B.V.), Storeys Gate, London, S.W.1. (Estate about £700).

ALDERSON.—The Kin of ISABELLA ALDERSON, Spinster, late of 7, Bishopston-street, Sunderland, who died there on 8th October, 1932, are requested to APPLY to the Treasury Solicitor (B.V.), Storeys' Gate, London, S.W.1. (Estate about £700.)

NEWMAN.—Any RELATIVES of ELLEN MATILDA BALDWYN, née NEWMAN, please COMMUNICATE with Birch, Stockton and Fortescue, Solicitors, Thame, Oxon.

MAYNE.—Capt. ROBERT CAULDWELL MANNSELL MAYNE, R.A., formerly of Bexhill-on-Sea (or any person knowing of his present whereabouts, or, if deceased, of his death) is asked to please communicate with Messrs. Minet, May & Co., Solicitors, 5, Dowgate-hill, London, E.C.4.

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